

**COMMERCIAL LEASE AGREEMENT**

**Lakeport Plaza**

**55 1st Street Lakeport, CA 95453**

This Lease Agreement dated December 1, 2024, by and between Lakeport Plaza LLC with a mailing address of PO Box 980241 West Sacramento CA 95798 hereinafter referred to as "Lessor", and County of Lake hereinafter referred to as "Lessee", collectively referred to herein as the "Parties", agree as follows:

**1. DESCRIPTION OF LEASED PREMISES:**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the office space located on the second and third floors of the building at 55 1st Street, Lakeport, California 95453 (the "Building"). The leased premises (the "Premises") are more particularly described as follows: on the Second Floor, Suites 201 through 212, Suite 214, Suites 221, 222, 223, 224, and 225, together with fifty percent (50%) of Suite 213 (approximately 93 square feet of the 187 square feet of lobby space), totaling approximately 3,407 square feet; and on the Third Floor, Suites 300 (including lobby and walkway), Suites 301, 302, 303, 304, 305, and 305A, totaling approximately 1,309 square feet, for an aggregate total of approximately 4,716 square feet. The Premises shall be used solely for the business purposes of Lessee as more specifically described in this Lease Agreement.

**2. TERM OF LEASE:**

The term of this Lease Agreement shall commence on December 1, 2024, and shall continue in full force and effect until Midnight on November 30, 2034, unless terminated earlier in accordance with the provisions set forth herein. The initial lease term shall thus encompass a total duration of ten (10) years. This Lease shall automatically expire at the aforementioned expiration date and time, subject to any extensions or renewals agreed upon in writing by both parties in compliance with the terms and conditions of this Lease Agreement.

**3. TERMINATION:**

This Agreement may be terminated by mutual consent of the parties or by County upon 6 months written notice to Contractor.

In the event of non-appropriation of funds for the services provided under this Agreement (*i.e. office spaces described herein*), County may terminate this Agreement, without termination charge or other liability.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination.

**4. BASE RENT:**

The monthly Base Rent payment during the term of this Lease Agreement shall be \$2.10 per square foot for a total of 4,716 square feet, resulting in a monthly Base Rent of \$9,903.60 (the "Base Rent"). Base Rent shall be payable in advance on the first day of each calendar month during the Lease term, with the

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first installment of Base Rent due upon the commencement of the Lease. Thereafter, each subsequent monthly installment of Base Rent shall be due and payable on or before the first (1st) day of each month, without demand, deduction, or offset. In the event the Lease term begins or ends on a day other than the first or last day of a calendar month, the Base Rent for such partial month shall be prorated based on the actual number of days in that month. If the Base Rent is not received by Lessor within five (5) calendar days after its due date, Lessee shall be subject to a late fee of five percent (5%) of the overdue amount. Additionally, interest shall accrue on any unpaid Base Rent at the rate of ten percent (10%) per annum, commencing on the sixth (6th) day after the rent was due, and continuing until the Base Rent is paid in full. Lessor reserves all other rights and remedies under this Lease Agreement and California law for any late or unpaid rent.

#### 5. OPTION TO RENEW: (Check One)

- Lessee may not renew the Lease.
- Lessee may have the right to renew the Lease.

#### 6. OPERATING EXPENSES AND FLAT FEE:

Lessee shall additionally pay to Lessor, a flat operating expense fee of \$1.00 per square foot per month (the "Flat Fee") in the amount of \$4,716 (4,716 sq ft), due at the same time as payment of the Base Rent, and subject to the same payment provisions (described in Section 3). This Flat Fee is a fixed, predetermined amount intended to cover Lessee's pro rata share of Operating Expenses associated with the Premises, including, but not limited to:

- Electricity
- Sewer, trash, disposal, and water service
- Elevator service/HVAC maintenance
- Pest control services for the exterior premises to maintain a pest-free environment.
- Basic landscaping services, including routine mowing, edging, trimming of shrubs and trees, and seasonal flower bed maintenance (if applicable).
- Monitoring of a burglar alarm system.
- Cleaning of common lobbies and bathrooms, along with the provision of bathroom supplies.

#### Operating Expenses and Flat Fee Review:

For the duration of this ten (10)-year Lease, the Flat Fee and associated Operating Expenses will be subject to review and adjustment at the beginning of the fourth (4<sup>th</sup>) and seventh (7<sup>th</sup>) years. During these reviews, operating costs will be assessed to ensure they accurately reflect the actual expenses incurred. If operating costs have increased, both parties will engage in discussions to determine if the Flat Fee remains sufficient to cover the included expenses. Any adjustments to the Flat Fee must be

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mutually agreed upon in writing and signed by both parties within thirty (30) days of the commencement of the fourth (4<sup>th</sup>) and seventh (7<sup>th</sup>) years of the Lease Agreement. In the event of a disagreement during these reviews, the parties agree to first attempt to resolve the issue through mediation. If mediation does not result in a resolution, the dispute will be referred to binding arbitration, conducted in accordance with the rules of the American Arbitration Association (AAA).

#### **7. RIGHT OF FIRST REFUSAL:**

The Lessor grants the Lessee a Right of First Refusal ("ROFR") to lease the Second-Floor Suites, consisting of Suites 215, 216, 217, 218, 219, 220A, 220B, and the remaining 94 square feet of Suite 213's lobby space, totaling approximately 1,403 square feet (collectively, the "Second-Floor Suites"), upon the expiration or termination of the current tenant's lease for the Second-Floor Suites, which is expected to occur no later than August 31, 2025. Upon the Second-Floor Suites becoming available for lease, the Lessor shall deliver written notice to the Lessee (the "Availability Notice"). The Lessee shall have thirty (30) days from receipt of the Availability Notice to exercise the ROFR by providing written notice to the Lessor of its intent to lease the Second-Floor Suites on the same terms and conditions as set forth in this Lease Agreement, subject to the approval of the Lessee's Board of Supervisors within that period. If the Lessee exercises the ROFR, the Lessee may vacate Suites 301-305A (the "Third-Floor Suites") within sixty (60) days, returning the Third-Floor Suites to the Lessor in the required condition, and the lease for the Second-Floor Suites shall be executed on the same terms and conditions as this Lease Agreement.

If the Lessee wishes to retain the Third-Floor Suites in addition to leasing the Second-Floor Suites, it must notify the Lessor in writing within thirty (30) days of receiving the Availability Notice, and the parties shall meet and confer to amend the terms of the Lease Agreement.

If the Lessee does not exercise the ROFR within the specified period, the Lessor may lease the Second-Floor Suites to any other party on terms the Lessor deems appropriate.

#### **8. USE OF LEASED PREMISES:**

The Lessee agrees that the leased portion of the Premises shall be used exclusively for business of County of Lake. The Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor, which may be granted or withheld at the Lessor's sole discretion. This use restriction is intended to maintain the professional nature and integrity of the building, ensuring a consistent environment that aligns with the Lessor's standards and the expectations of other tenants and visitors. Furthermore, the Lessee acknowledges and agrees that they do not hold exclusive rights to any part of the Premises beyond the specific leased space as delineated in this Lease Agreement. Any use of common areas, facilities, or amenities by the Lessee shall be in accordance with the rules and regulations established by the Lessor and shall not interfere with the use and enjoyment of these areas by other tenants. Failure to adhere to this use restriction or any unauthorized use of the Premises shall constitute a material breach of this Lease Agreement, entitling the Lessor to pursue all remedies available under this Lease or applicable law, including termination of the Lease.

#### **9. SECURITY DEPOSIT:**

In addition to the above, a deposit in the amount of \$0 shall be due and payable in advance or at the signing of this Lease, hereinafter referred to as the "Security Deposit". The Security Deposit may not be used to pay the last month's rent unless written permission is granted by the Lessor.

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**10. LEASEHOLD IMPROVEMENTS:**

The Lessee agrees that no leasehold improvements or, alterations (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises, the Lessee shall be responsible for payment, except for the following: Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee, or representative of Lessor. In the event a lien is placed against the Premises, through the actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

**11. LICENSES AND PERMITS:**

A copy of any and all local, state, or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

**11. OBLIGATIONS OF LESSEE:**

The Lessee shall be primarily responsible whenever needed for the maintenance and general pickup of the entranceway leading into the Premises, so that this is kept in a neat, safe and presentable condition, and the Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances. In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee. The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on

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the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state or local authority.

**12. INSURANCE:**

Lessee shall maintain, at all times during the Term of this Lease, commercial general liability insurance in an insurance company licensed to do business in the State in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than:

- Bodily Injury and Property Damage Liability: \$1,000,000 each occurrence  
\$1,000,000 annual aggregate
- Personal Injury Liability: \$1,000,000 each occurrence  
\$1,000,000 annual aggregate

During the Term of this Lease, Lessee shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

In the event the Lessee shall fail to obtain insurance required hereunder and fails to maintain the same in force continuously during the term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

**13. SUBLET/ASSIGNMENT:**

Each party may not transfer or assign this Lease, or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the other party.

**14. DAMAGE TO LEASED PREMISES:**

In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such case, the rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, that in the event of total or substantial destruction to the Premises, the Lessor's obligation to restore, replace, or rebuild shall not exceed the amount of insurance proceeds available for reconstruction with respect to

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said damage. Furthermore, if the Premises cannot be restored or rebuilt within a reasonable period of time, either party shall have the right to terminate this Lease upon written notice to the other.

**15. DEFAULT AND POSSESSION:**

In the event that the Lessee fails to pay rent or expenses as set forth herein, or any part thereof, when due and payable, or is otherwise in default of any terms of this Lease for a period of more than fifteen (15) days after receiving written notice of said default by certified mail, return receipt requested, the Lessor may declare the Lease terminated and may immediately re-enter the Premises and take possession thereof, including any of the Lessee's personal property, equipment, or fixtures remaining on the Premises. In the event of default, the Lessor may undertake all reasonable preparations and efforts to re-lease the Premises, including, but not limited to, the removal of all inventory, equipment, or leasehold improvements of the Lessee at the Lessee's expense, without the necessity of procuring a court order. The Lessor shall store the Lessee's personal property at the Lessee's expense in a secure location, and the Lessee shall be liable for any damage to the stored property. Additionally, any privileged or confidential information shall be securely stored at the Lessee's cost, in compliance with all applicable confidentiality laws. The Lessor may pursue all available legal remedies, including suing the Lessee for damages or unpaid rents. If any legal action is initiated to enforce the terms or provisions of this Lease, the prevailing party shall be entitled to recover reasonable attorney's fees and all costs associated with the action.

**16. INDEMNIFICATION:**

Lessee agrees, to the fullest extent permissible by the laws of the State of California, to indemnify and hold harmless Lessor, its directors, officers, shareholders, mortgagees, employees and agents from and against any and all claims, actions, or liabilities (including reasonable attorney fees, costs, and judgments) which may be asserted against them by Third Parties in connection with the performance of the obligations and services of Lessee, its directors, officers, employees or agents under this Lease ("Lessee Parties"), and for any claim, injury, damage or cause of action to persons or property, including but not limited to death, resulting in whole or in part, by any willful or negligent act or omission of Lessee Parties. Lessor agrees, to the fullest extent permissible by the laws of the State of California, to indemnify and hold harmless Lessee Parties from and against any and all claims, actions, or liabilities (including reasonable attorney fees, costs, and judgments) which may be asserted against them by Third Parties in connection with the performance of the obligations and services of Lessor, its directors, officers, employees or agents under this Lease ("Lessor Parties"), and for any claim, injury, damage or cause of action to persons or property, including but not limited to death, resulting in whole or in part, by any intentional or negligent act or omission of Lessor Parties.

**17. BANKRUPTCY - INSOLVENCY:**

The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take

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possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

#### **18. SUBORDINATION:**

Subordination: Tenant (Lessee) agrees to subordinate its interest in the Premises created by this Lease to the lien of any and all mortgages, deeds of trust, or other security interests (collectively, "Mortgage") encumbering the Premises, whether now existing or hereafter created. Lessee further agrees that its subordination shall be automatic and unconditional, and Lessee waives any right to receive notice of the creation or enforcement of any Mortgage.

#### **19.CONDITION OF PREMISES/INSPECTION BY LESSEE:**

The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. Furthermore, the Lessor makes no representation or warranty with respect to the condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

#### **20.MISCELLANEOUS TERMS:**

Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules, regulations, and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building. Given the professional environment of the building, the Lessee shall take all necessary steps to limit noise and disturbances that may affect other tenants, ensuring a conducive working atmosphere for all occupants.

-Signs: Lessee shall not place on any exterior door, wall or window of the Premises any sign or advertising matter without Lessor's prior written consent. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal. All signs, if approved, shall comply with all applicable federal, state, or local laws, rules, regulations, or ordinances. Lessee shall be responsible for all costs and maintenance of any signs.

-The Lessee acknowledges and agrees they are solely responsible for the proper opening and secure locking of their portion of leased building. The Lessee must ensure that all doors and windows are securely locked and that the premises are left in a secure condition upon their departure. The Lessor shall not be held liable for any security breaches, losses, damages, or any other incidents resulting from

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the Lessee's failure to properly secure the building during these times. This clause is intended to ensure the safety and security of the premises and cannot be contested by the Lessee at a later date.

- Lessee shall be responsible for any costs not covered by the Flat Fee, including but not limited to: repairs due to Lessee's negligence or misuse; rekeying or locksmith services; technician services (e.g., electricians, plumbers) for repairs beyond normal wear and tear; additional cleaning or maintenance caused by Lessee's activities; modifications or alterations requested by Lessee; additional security or access services; signage installation, removal, or maintenance; Any such charges, except for urgent or emergency repairs, shall be discussed with Lessee prior to being incurred and will be invoiced, with payment due upon receipt. Failure to pay promptly may result in late fees or interest as specified in this Lease Agreement.

## **21. DISPUTE RESOLUTION:**

1. Mediation: In the event of any dispute arising out of or relating to this Lease Agreement, the parties hereto agree to use their best efforts to settle such dispute by direct negotiation between individuals with full settlement authority. In the event that any dispute arises between the Lessor and Lessee concerning the interpretation, performance, or enforcement of this Lease, the parties agree to then attempt to resolve the dispute through mediation. Either party may initiate the mediation process by providing written notice to the other party, specifying the nature of the dispute. The mediation shall be conducted by a neutral mediator mutually agreed upon by the parties. If the parties cannot agree on a mediator, a mediator shall be appointed by the American Arbitration Association (AAA) or another mutually agreed-upon organization. The mediation shall take place within thirty (30) days of the notice, unless otherwise agreed by the parties.

2. Arbitration: If the parties are unable to resolve the dispute through mediation within sixty (60) days from the date of the initial mediation notice, the dispute shall be resolved through binding arbitration. The Lessor shall have the sole discretion to initiate arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. The arbitration shall take place in the county where the Leased Premises are located, and the decision of the arbitrator(s) shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. During the pendency of any mediation or arbitration proceeding, the Lessee shall continue to perform their respective obligations under this Lease, except for any obligations that are the subject of the dispute, which shall be suspended pending resolution.

## **22. CONDITION OF PREMISES AT TERMINATION OF LEASE:**

At the termination of this Lease, the Lessee shall return the Premises to the Lessor in good condition, which means removing all trash, debris, and personal belongings from the Premises. Lessee shall repair any damage to the Premises caused by the installation or removal of fixtures, furnishings, and equipment by Lessee. If the Lessee fails to return the Premises to Lessor in the required condition, Lessor may restore the Premises to such condition, and Lessee shall pay the cost thereof on demand. Fixtures and equipment that are installed in the Premises shall remain unless the Lessor gives written notice to the Lessee to remove them, and in such case, Lessee shall repair any damage to the Premises caused by such removal.

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**23. RIGHT OF ENTRY/INSPECTION:**

Landlord, and its designated agents (including contractors), shall have the unrestricted right of entry to the Leased Premises at any time for emergency repairs. For inspections and scheduled maintenance, Landlord will use commercially reasonable efforts to provide notice prior to entry. In unforeseen urgent repairs, Landlord will provide notice as soon as reasonably possible. Tenant agrees to cooperate with this right of entry. Tenant shall be responsible for any costs associated with replacing damaged locks or security measures due to their failure to be present during a properly noticed entry.

**24. ESTOPPEL CERTIFICATE:**

Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm or corporation specified by Lessor, a statement certifying that the Lease is unmodified and in full force and effect, or if the Lease has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the fixed rent and additional rent have been paid, and stating whether or not there exists any default by Lessor under this Lease and, if so, specifying each such default.

**25. DEFAULT:**

In the event the Lessee shall fail to perform any other term, condition, or covenant to be performed by it pursuant to this Lease and such failure shall continue for a period of 30 days after written notice of default is delivered to Lessee, Lessee shall be in default of this Lease. In the event of Lessee's default hereunder, Lessor may pursue any remedies available to Lessor at law or in equity, including but not limited to terminating this Lease and repossessing the Premises. The Lessee shall be liable for all costs incurred by Lessor in enforcing its rights under this Lease, including reasonable attorney's fees.

**26. HOLDOVER:**

Should the Lessee remain in possession of the Premises after the cancellation, expiration, or earlier termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over, in the absence of a written agreement to the contrary, shall be deemed, to have created a month-to-month tenancy. Any holding over beyond the Termination Date shall be on a month-to-month basis on the terms and conditions described in this Agreement.

**27. WAIVER:**

The waiver by Lessor of any default, breach, or violation of any term, covenant, or condition of this Lease shall not be construed as a waiver of any subsequent default, breach, or violation of the same or any other term, covenant, or condition. The acceptance of rent by Lessor following any breach or default shall not be deemed a waiver of any prior, concurrent, or subsequent breach by Lessee of any term, covenant, or condition of this Lease, except for the specific obligation to pay the rent that is accepted. Moreover, no course of dealing or failure of Lessor to enforce any right, remedy, or provision of this Lease shall be deemed a waiver of such right, remedy, or provision. Any waiver of any term, covenant, or condition of this Lease must be in writing and signed by Lessor to be effective. This waiver provision shall remain in effect throughout the duration of this Lease and shall survive any expiration or termination of the Lease.

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**28. SURRENDER OF PREMISES:**

Upon termination of this Lease, Lessee shall surrender the Premises to Lessor in as good a state and condition as they were at the commencement of this Lease, ordinary wear and tear excepted, damage by fire, casualty, or act of God excepted, based on a mutually agreed upon inspection conducted within seven (7) days prior to lease termination.

**29. NOTICES:**

All notices required or permitted under this Lease shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

**If to Lessor:**

Lakeport Plaza LLC

Address: PO BOX 980241

West Sacramento CA 95798

lakeportplazallc@gmail.com

**If to Lessee:**

County of Lake

c/o County Administrative Officer

255 N. Forbes St

Lakeport, CA, 95453

Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.

**30. BINDING EFFECT:**

BINDING EFFECT: This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

**31. AMENDMENT:**

No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

**32. ENTIRE AGREEMENT:**

This Lease constitutes the entire agreement between the parties and supersedes all prior understandings or agreements between the parties. This Lease may not be modified or amended except in writing signed by both parties.

**33. SEVERABILITY:**

If any provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision to

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persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**34. GOVERNING LAW:**

This Lease shall be governed by and construed in accordance with the laws of the State of California. The parties hereto agree that venue of any court action or any proceeding regarding this Lease or performance thereof shall be in Lake County, California

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**Lessor Signature:**

\_\_\_\_\_

Date: \_\_\_\_\_

Lakeport Plaza LLC (Lessor)

Name: Rahul Patel on behalf Lakeport Plaza LLC

**Lessee Signature:**

\_\_\_\_\_

Date: \_\_\_\_\_

Chair, Lake County Board of Supervisors

**ATTEST: SUSAN PARKER**

Clerk to the Board of Supervisors

**APPROVED AS TO FORM:**

LLOYD GUINTIVANO

County Counsel

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

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

Lessee's Signature:

\_\_\_\_\_

Date: \_\_\_\_\_

County of Lake (Lessee)

Name:

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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_ (insert name and title of the officer), personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**Summary**

Date of Lease: **December 1, 2024**

Lessor: **Lakeport Plaza LLC**

Lessee: **County of Lake**

Building: **55 1<sup>st</sup> St Lakeport CA 95453**

Suites and Square Footage: **201-212, 214, 221-225, together with fifty percent (50%) of Suite 213 (approximately 93 square feet of the 187 square feet of lobby space), totaling approximately 3,407**

Lessor's Initials \_\_\_\_\_

Lessee's Initials \_\_\_\_\_

**square feet; and on the Third Floor, Suite 300 (including lobby and walkway), Suites 301-305, and 305A, totaling approximately 1,309 square feet, for an aggregate total of approximately 4,716 square feet.**

Commencement Date: **December 1, 2024**

Expiration Date: **November 30, 2034**

Base Rent: **\$9,903.60 Monthly**

Operating Expenses: **\$4,716.00 Monthly Years 1-3**

Security Deposit: **\$0**

Lessor's Initials\_\_\_\_\_

Lessee's Initials\_\_\_\_\_