

LEASE AGREEMENT BETWEEN COUNTY OF LAKE AND LAW OFFICES OF EWING AND ASSOCIATES

This Lease, is made and executed in duplicate this 1st day of July 2016.

By and Between Law Offices of Ewing And Associates hereinafter called "Lessor," and County of Lake, Department of Social Services hereinafter called "Lessee."

Witnesseth: That, for and in consideration of the payment of the rents and due performance of the covenants contained herein on the part of Lessee and in the manner hereinafter stated, Lessor does hereby lease to Lessee; and, in consideration of the premises, Lessee does hereby lease, hire and take from Lessor upon the terms and conditions hereinafter set forth, the following described property and its appurtenances, situated in the City of Lakeport, County of Lake, State of California particularly described as follows:

A portion of the west half of lessors parking lot, being 95' east to west And 60' north to south and commonly known as the gravel portion of Lessors parking lot, plus a portion of the paved area of Lessors parking lot, an area which will hold approximately 23 vehicles, and no more.

The term of this lease shall be 1 year commencing on the 1st day of July 2016, and ending on the 30th day of June 2017, at and for the total rent or sum of Three Thousand Six Hundred Dollars (\$3,600), payable at Three Hundred Dollars (\$300) per month, each in lawful money of the United State of America, on the 1st day of each and every calendar month.

This lease is made subject to the following terms and conditions:

1. Tenant shall not park or allow to be parked more than 23 vehicles in said area.
2. Should default be made in the payment of any portion of the rent when due, and for 10 days thereafter, or in the keeping of any of the covenants herein contained, Lessor, his agent, or attorney, may pursue all legal remedies available to Lessor against Lessee, including termination of the lease agreement. Should Lessee breach the lease and abandon the lease premises prior to the expiration of the lease term Lessor shall have the option to exercise all remedies afforded in California Civil Code, Section 1951.43
3. Lessee may not assign his interest or sublet the leased premises. Under no other circumstances can this lease, or any interest of Lessee therein, be assigned or subject to subletting without the prior written consent of Lessor.
4. Lessee shall personally occupy that leased premises and shall keep the same in good repair, including all improvements which may hereafter be added, ordinary wear and tear excepted, and shall not make any alterations thereon without written consent of the Lessor; nor shall Lessee commit or suffer to be permitted any waste upon the premises.
5. Lessee shall not use the leased premises for any purpose which will cause Lessor to pay an additional or added expense, without obtaining the written consent of the Lessor.

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6. All governmental laws and ordinances shall be complied with by Lessee.
7. If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.
8. Waiver, by Lessor, of any covenant herein contained shall not vitiate the same or any other covenant contained herein and the terms and conditions contained herein are to apply to and bind the heirs, successors, and assigns of each of the parties hereto.
9. Should Lessee occupy the premises after the date of the expiration of this lease with the consent of Lessor, expressed or implied, such possession shall be construed to be a tenancy from month-to month only, subject to all the conditions and restrictions of this lease, and Lessee agrees to pay rent therefore at the rate prevailing at the time of the expiration of the lease term.
10. At the expiration of the lease term, or sooner termination thereof, Lessee shall peacefully quit and surrender possession of the premises in as good condition as it was received, reasonable use and wear thereof excepted.
11. Lessee shall use the premises for automobile parking and for no other purpose, except upon the written consent of Lessor. And the premises shall only be occupied by the following persons: Parking is to be for County employees only.
12. Employees or agents of Lessor shall have no authority to make or agree to make a lease and none of the provisions or agreements set forth in this Instrument shall be binding upon Lessor until it is signed by Lessor. No act or omission of any employee or agent of Lessor shall change or modify any of the provisions hereof.
13. Insert additional provisions here: The County will provide adequate signs advising parking is for county employees only during the course and scope of their employment with Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have hereunto subscribed their names the day and year in this lease first above written.

“This lease in section 9 provides for automatic renewal from month-to-month if the Lessee remains in possession after the date of the expiration of this lease.”

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COUNTY OF LAKE

LANDLORD

Rob Brown
CHAIR, Board of Supervisors



Mike Ewing 9-7-16

ATTEST: CAROL J. HUCHINGSON
Clerk to the Board of Supervisors

APPROVED AS TO FORM:
ANITA L. GRANT

By: Carol J. Huchingson

County Counsel
By: Anita L. Grant



The within instrument is a correct
copy of the document on file in
this office. 10/25/16
ATTEST:
CAROL J. HUCHINGSON
Clerk of the Board of Supervisors of
the State of California in and for the
County of Lake.
By: Carol J. Huchingson