

**LEASE AGREEMENT BETWEEN COUNTY OF LAKE AND PAULINE
USHER REVOCABLE TRUST FOR STORAGE SPACE AT 9245 HWY 53,
LOWER LAKE, CA 95457**

This LEASE AGREEMENT is made and entered into by and between Pauline Usher Revocable Trust and the County of Lake, through its Department of Social Services, hereinafter referred to respectively as "LESSOR" AND "LESSEE", without regard to number or gender.

1. TERM

The term of this lease shall be for a period commencing on July 1, 2018 and ending June 30, 2021, unless earlier terminated as hereinafter provided.

2. AGREEMENT

LESSOR hereby leases to LESSEE, and LESSEE leases from LESSOR on terms and conditions hereinafter set forth, those certain premises situated in the city of Lower Lake, County of Lake, State of California, described as follows:

The metal warehouse building area, totaling approximately 1,300 square feet , with an interior office apace of approximately 100 square feet, located at 9245 Hwy. 53, space #14 (the "Premises"), including parking facilities. Said warehouse area is not equipped with restroom facilities. The restroom facilities are part of the common area and are located on the outside of the building. Tenant's use of said office space shall include the use of off street unreserved parking at the same location.

3. RENT

LESSEE agrees to pay LESSOR as a monthly rent, a sum of five hundred dollars and twenty-one cents (\$500.21), payable in advance, in one (1) payment on the eighth day of each calendar month. All rent shall be paid to LESSOR at the address to which notices to LESSOR are given.

LESSOR will pay all taxes, insurance, water and trash.

The above stated compensation shall be firm for the period of July 1, 2018 through June 30, 2019. Thereafter, LCDSS may, at its option, approve a cost of living adjustment, upon written request from LESSOR. Said adjustments shall equal ninety percent (90%) of the percentage increase in the U.S. Department of Labor, Consumer Price Index, U.S. City Average, except that said adjustments shall be capped and shall not exceed a six and one-half percent (6.5%) increase over the actual monthly payment for each prior year.

4. PURPOSE OF LEASE

The premises are hereby leased to LESSEE for LESSEE's exclusive use of the facility for storage by the County of Lake. The premises may be used for any other purpose only with the prior written consent of LESSOR, which shall not be unreasonably withheld. LESSEE shall notify LESSOR of any anticipated extended absence from the premises.

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LESSEE shall not make, or suffer to be made, any alteration of the leased premises or any part thereof, except removable fixtures and partitions, without the written consent of said LESSOR first had and obtained; provided further that upon the termination of the Agreement of any extension thereof, said fixtures and partitions shall become the property of said LESSEE and shall be removed by said LESSEE, provided that in so doing, said leased premises shall be restored to their original condition, reasonable wear and tear excepted. LESSEE shall keep the leased premises free from any liens arising out of any work performed, materials furnished or obligations incurred by LESSEE.

5. UTILITIES

LESSEE shall pay for all gas, heat, light, power, telephone and garbage services. LESSOR shall provide and pay for taxes, insurance and water service to the leased premises.

6. REPAIRS

LESSEE shall, at its own expense and cost, keep and maintain the interior of the leased premises and every part thereof in a clean and sanitary condition. LESSOR shall, at its own cost and expense, maintain the roof, windows, doors, exterior walls and other structural parts of the building, sewer, water pipes, and other matters related to plumbing, and electrical wiring in good repair throughout the term of the lease and any extensions thereof. LESSOR shall guarantee service or maintenance within twenty four (24) hours from the time LESSEE requests services. Should LESSOR not perform a guaranteed service within the time specified, LESSEE shall have the right to schedule said service or maintenance at the cost of the LESSOR.

7. LANDSCAPING AND PARKING

LESSOR shall maintain exterior landscaping and parking facilities of leased premises.

8. ENVIRONMENTAL COMPLIANCE

To the best of LESSOR's knowledge and belief, there are no existing violations of any federal, state or local environmental laws and regulations and amendments thereto. LESSOR shall indemnify and hold LESSEE harmless from and against any and all damages, penalties, fines, claims, costs, (including clean-up costs) and expenses suffered or asserted by LESSEE as a direct or indirect result of any preexisting condition prior to the occupancy of the premises by LESSEE. LESSEE in the same manner as described above agrees to hold LESSOR harmless should any violation as described above be caused or allowed to be caused by the LESSEE.

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9. INSPECTION OF PREMISES

LESSOR, or its duly authorized representatives or agents, may enter upon the leased premises during business hours after giving LESSEE twenty-four (24) hour notice. LESSOR may enter for the purpose of determining whether LESSEE is complying with the terms and conditions of the lease or to make such repairs, alterations, additions, and improvements as required by the lease or by the law. LESSOR may place on the premises any usual or ordinary "FOR SALE" signs, without any rebate of rent or without any liability to LESSEE of any loss of occupation or quiet enjoyment of the premises thereby occasioned; and LESSEE shall permit LESSOR at any time within thirty (30) days prior to the expiration of this lease, to place upon the leased premises any usual or ordinary "TO LET" or "TO LEASE" sign.

10. DESTRUCTION OF PREMISES

In the event of a partial destruction of the leased premises during the term from any cause, LESSOR shall forthwith repair the same, providing such repairs can be made within forty five (45) days, but such partial destruction shall in no way annul or void this Lease, except that LESSEE shall be entitled to a proportionate deduction of rent while such repairs are being made. Such proportionate deduction shall be based upon the extent to which the making of such repairs shall interfere with business carried on by LESSEE in the leased premises. If such repairs cannot be made within forty-five (45) days, LESSOR, may, at its option, make same repairs within a reasonable time, at the cost of LESSOR, this Lease continuing in full force and effect and the rent to be proportionately rebated as aforesaid in this paragraph provided. In the event that LESSOR does not so elect to make such repairs which cannot be made in forty-five (45) days, this Lease may be terminated at the option of either party. Nothing herein contained shall be construed as constituting a waiver by LESSEE of its right to terminate the LEASE on such destruction as provided in Section 1932, Subdivision 2, or Section 1933, Subdivision 4, of the California Civil Code in lieu of requiring LESSOR to restore the premises as herein provided.

In the event that the building in which the leased premises are situated is destroyed to the extent of not less than thirty-three and one third (33-1/3%) percent of the replacement cost thereof, LESSOR may elect to terminate this Lease. A total destruction of the building in which the leased premises is situated shall terminate this Lease.

11. HOLDING OVER

In the event LESSEE should hold over after the expiration of the term of this lease or any extension thereof, with the consent of the LESSOR, such holding over shall be deemed a month-to-month tenancy of the same terms, covenants, and conditions so far as applicable as herein contained, except the rent shall be the same as the monthly installment rate of the immediately preceding leased period, until such tenancy is terminated in a manner prescribed by law.

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12. ASSIGNMENT

LESSEE, shall neither assign this Lease nor sublet the leased premises without first obtaining the written consent of LESSOR to do so, provided, however, that LESSOR shall not arbitrarily or unreasonable refuse to grant consent to such assignment or subletting.

13. HEIRS

This Lease shall be binding upon the heirs, executor, administrators, successors and assigns of the LESSOR.

14. ATTORNEY'S FEES

In the event that suit shall be brought with respect to any of the provisions of this Lease, the prevailing party shall recover from the non-prevailing party a reasonable attorney's fee which shall be fixed by the court.

15. MODIFICATION

This Lease may only be modified by a written amendment hereto, executed by both parties; however, matters which do not affect the agreed price may be modified by mutual written consent of LESSOR and LESSEE

16. NOTICES

All notices to be given pursuant to the terms of the Lease, whether required by this Lease or by California law, shall be deemed given when deposited in the United States mail, postage prepaid, and addressed to as follows:

To Lessor: Pauline Usher
250 Terra Verde
Redwood Valley, CA 95470

To Lessee: Lake County Department of Social Services
Attn: Social Services Director
PO Box 9000
Lower Lake, CA 95457

17. SURRENDER OF PREMISES

LESSEE agrees at the expiration of the term of this Lease, or any extension thereto, or upon the earlier termination thereof for any reason, to quit and surrender said premises to LESSOR in as good a state and condition as said premises are in when possession thereof is given to

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LESSEE, reasonable wear and tear and damage by the elements or an act of God excepted, and LESSEE agrees at the expiration of the leased term hereof or any prior termination thereof to remove or cause to be removed any and all signs that have been placed upon, in or about the premises by LESSEE and to repair and restore the premises to the same condition prior to the time of placing said signs upon, in or about the premises by LESSEE, reasonable wear and tear and damage by the elements excepted.

18. ABANDONMENT PREMISES

LESSEE shall not vacate or abandon the leased premises at any time during the term of this lease.

19. TERMINATION

This Lease may be terminated:

- a. At any time upon mutual consent of both parties to the Lease.
- b. By either party upon failure of the other party to comply with the Terms and Conditions of this Lease provided, however, that thirty (30) day written notice shall be given to the other party.
- c. LESSEE reasonably believes that it will have a need for the demised premises for the duration of the original term and all renewal terms and that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the rental payments may be made. The parties acknowledge and agree that the obligation of LESSEE to make payments to LESSOR is contingent upon receipt of funds from the California Department of Social Services (CDSS) as well as County matching funds necessary to support local Social Services Operation. Both program activities and funding allocations are subject to immediate reduction or termination in the event of non-appropriation of such funds, LESSEE will terminate this Lease without termination charge or other liability except security deposit will be forfeited.

20. ADDITIONAL PROVISIONS

This Lease shall be governed by the laws of the State of California. It constitutes the entire agreement between the parties regarding its subject matter. This Lease supersedes all prior leases, amendments, agreements and all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Lease.

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21. OPTION TO RENEW

LESSEE is hereby granted and, if not at the time in default under this Lease or any extension thereof, shall have an option to renew this Lease, under the same terms, covenants, and conditions so far as applicable as herein contained except that the rent provided for herein may be adjusted for each one year renewal period as agreed to by the parties.

22. INDEMNIFICATION- HOLD HARMLESS

LESSOR shall indemnify and defend County and its offices, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including properties of County and injury to or death of County officials, employees or agents, arising out of , or connected with LESSOR's operations hereunder or the performance of the work described herein, unless such damages, loss injury or death is caused solely by the negligence of County.

23. ADMINISTRATION

The Social Services Director shall represent LESSEE in all matters pertaining to this Lease and shall administer this Lease on behalf of LESSEE. Pauline Usher shall be in charge of managing this Lease on behalf of LESSOR.

24. AMERICANS WITH DISABILITIES ACT (A.D.A.) OF 1990

LESSOR represents and warrants that LESSOR is delivering the premises free of violations of the Americans with Disabilities Act (A.D.A.) of 1990. In the event it is determined that A.D.A. violations exist after tenant occupies the premises, LESSOR, at LESSOR's sole expense shall promptly make all repairs, replacements, alteration, or improvements needed to comply with A.D.A. within a reasonable time after being notified of said violations.

25. INSURANCE

LESSEE shall be responsible for the replacement cost of all LESSEE'S personal property, LESSEE owned alterations and utility installations in, on, or about the premises, and shall use the proceeds from such insurance for the replacement of said personal property, restoration of alterations and utility installations. LESSOR shall have no responsibility for replacement costs of LESSEE's personal property, LESSEE's owned alterations and utility installations in, on, or about the premises.

At its own cost and expense, LESSOR shall maintain insurance coverage for the replacement cost of all of LESSOR's real property, building and premises, contiguous structures, and improvements, which names the County as an additional insured and includes an endorsement waiving the right of subrogation, and shall use the proceeds from such

insurance for the replacement of said real property, restoration of building and premises, contiguous structures and improvements.

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“This lease in section 11 provides for automatic renewal from month-to-month if the Lessee remains in possession after the date of the expiration of this lease.”

LESSOR

PAULINE USHER

APPROVED AS TO FORM:
ANITA GRANT

County Counsel
By: 