

**COUNTY OF SOLANO  
LEASE AGREEMENT  
2220C BOYNTON, FAIRFIELD, CA**

**THIS LEASE AGREEMENT** is made and entered into as of \_\_\_\_\_, (“Effective Date”), by and between the County of Solano, a political subdivision of the State of California (“Lessee”), and Robert Karn and Diane Karn, dba MRLT Properties (“Lessor”), collectively known as “Parties.”

**RECITALS**

- A. Lessor is the owner of real property located at 2220C Boynton in the City of Fairfield, California, which consists of 1,890 square feet of rentable office space located within a larger multi-tenant building, hereinafter referred to as the “Premises.”
- B. Lessee intends to use the Premises to support the programs, operations, and activities of the Solano County Probation Department.
- C. Lessee desires to lease the Premises from Lessor and Lessor desires to lease the Premises to Lessee in accordance with the terms and conditions hereinafter set forth.

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**1. LEASED PREMISES**

Lessor owns the 1,890 square-foot portion of rentable office space located at 2220C Boynton in the City of Fairfield (Assessor’s Parcel Number 0028-101-140) as illustrated on the map attached as Exhibit A (“Premises”) and incorporated into this Lease. The Premises are part of a larger multi-tenant building (the “Building”), and Lessee shall be entitled to the use of   10   unreserved vehicle parking spaces associated with the Building.

**1.1. Exclusive Use Common Area**

Lessee, shall have, from time to time, the use of a portion of the common parking area for the purpose of recreational activities (the “Exclusive Use Common Area”). Exclusive use shall be confined to County tenants within the building. The Exclusive Use Common Area shall be limited to that area identified on Exhibit A. Lessee shall indemnify, defend and hold Lessor, its agent(s), employees, and lenders harmless from and against any and all liabilities, injury, death, losses, damages, judgments, claims, expenses, penalties, and attorneys’ and consultants’ fees arising out of or involving Lessee’s use of the Exclusive Use Common Area, whether brought on by Lessee or any third party. Lessee agrees not to use or permit the Exclusive Use Common Area for any other purpose, or for any purpose which is illegal, dangerous to life, limb or property, or which, in Lessor’s reasonable opinion, creates a public or nuisance, infringement on quiet enjoyment of other Building tenants, or which would increase the cost of insurance coverage with respect to the Premises. Lessee shall have the right to cure/mitigate such complaints/concerns as follows: (1) Lessor shall first notify Lessee of any complaints or concerns for uses that are illegal, dangerous to life, limb or property, or which, in Lessor’s reasonable opinion, creates a public or nuisance, infringement on quiet enjoyment of other Building tenants,

or which would increase the cost of insurance coverage in writing. This writing shall propose curative measures, seek correction/mitigation of such complaints and/or concerns, or commencement of correction and/or mitigation within a reasonable time, which shall not exceed more than ten (10) days from the date of receipt of the writing; (2) Lessee shall implement, as expeditiously as possible, curative/mitigative measures; and (3) If Lessee fails to correct the complaint or concern for uses that are illegal, dangerous to life, limb or property, or which, in Lessor’s reasonable opinion, creates a public or nuisance, infringement on quiet enjoyment of other Building tenants, or which would increase the cost of insurance coverage within the time prescribed, or if Lessee fails to commence corrective action within the time prescribed and diligently remedy such thereafter, Lessor shall then send a written notice to Lessee of such finding and Lessor shall have the right to relocate the Exclusive Use Common Area or terminate Lessee’s right to use the Exclusive Common Area.

**2. INITIAL LEASE TERM**

The initial term (“Initial Lease Term”) of this Lease shall be for a five (5) year period commencing on the 1<sup>st</sup> of the month following the Effective Date (“Commencement Date”) and expiring 5 years thereafter (“Expiration Date”).

**3. OPTION TO EXTEND LEASE TERM**

By providing Lessor with no more than twelve (12) months and no less than six (6) months’ written notice prior to Lease expiration, Lessee shall have two (2) separate options to renew the Lease Term for an additional and consecutive thirty-six (36) month period each (the “Extension Period”). The Rent for the first and subsequent years of the Extension Period shall be at a rental rate equal the preceding year’s rent increased by three percent (3%) annually. Lessee’s Option to Extend Lease Term is personal to the original Lessee and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises. Lessee shall have no right to exercise this Option to Extend Lease Term if (i) Lessee is in default or breach of this Lease and said default or breach remains uncured, (ii) any amount of Rent is unpaid or past due, regardless of whether notice thereof is given to Lessee, or (iii) in the event that Lessee has been given 3 or more notices of separate default, regardless of whether or not said defaults are cured, during the Initial Lease Term or any Extension Period thereafter.

**4. RENT**

Upon the commencement date, rent for the prior six (6) months’ base rent of \$17,580 at the prior years rate of \$2,930 per month will be due and payable within 30 days.

Commencing on the Commencement Date, Lessee shall pay monthly rent by the 10<sup>th</sup> of each month to Lessor, for the Premises, in accordance with the following schedule:

<u>Months</u>	<u>Monthly Base Rent</u>	<u>Amortized Lessor Improvement Cost</u>	<u>Total Monthly Rent</u>
01-12	\$3,017	\$2,987	\$6,004
13-24	\$3,108	\$2,987	\$6,095
25-36	\$3,201	\$2,987	\$6,188
37-48	\$3,297	\$2,987	\$6,284
49-60	\$3,396	\$2,987	\$6,383

Annually, Lessor will submit to Lessee 12 invoices for the rent due monthly in advance, which invoices will specify the amount due for each month separately. If any Rent payments are not received by Lessor by the 10<sup>th</sup> of each month, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late fee equal to 5% of each such past due amount.

## **5. USE**

Leased Premises shall be used for purposes related to the Solano County Probation Youth Programs and the Services Center. Services and Programs include assessment, case management meetings, employment and education classes, skill development workshops, counseling, drug and alcohol education, referral for service, and youth development activities such as art, leadership training, prosocial games, safety training, and financial planning. All activities are supervised by a probation officer or a trained community-based counselor. Outdoor activities are utilized to engage youth in programming and often involve games with a youth and counselor or case manager. Lessee shall use and occupy the Leased Premises only for the Agreed Use as defined in this section and for no other purpose and shall provide services in a manner that complies with all applicable federal, state, and local regulations at all times. Lessee shall be responsible for determining whether the zoning and any other applicable requirements are appropriate for Lessee's intended use.

## **6. TENANT IMPROVEMENTS**

**6.1** Lessor shall construct or allow Lessee to construct and/or install the Premises Improvements as listed in **Exhibit B** and incorporated into this Lease (hereinafter collectively referred to as "Premises Improvements"). Lessor shall secure and pay for all applicable building permits to construct and install the Lessor responsible Premises Improvements. Lessor agrees that all Lessor constructed improvements shall be performed by Lessor or Lessor's contractors in accordance with all applicable building codes, laws, ordinances, and regulations including, without limitation, compliance with the American Disabilities Act ("ADA"). Prior to installation and construction of the Lessor responsible Premises Improvements, Lessor will submit the proposed plans, specifications, construction drawings, and estimated costs to Lessee for Lessee's review and written approval, which review, and written approval shall not be unreasonably delayed or withheld. Prior to installation and construction of Lessee responsible Premises Improvements, Lessee will submit to Lessor the proposed plans, specifications, and construction drawings, if any, to Lessor for Lessor's review and written approval, which review and written approval shall not be unreasonably delayed or withheld. Lessor responsible Premises Improvements shall be completed within 12 months of the execution of this Lease.

**6.2** Upon Substantial Completion of the Premises Improvements, Lessor will provide Lessee with a detailed accounting of the incurred costs to install and construct the Lessor responsible Premises Improvements, including any administrative and overhead costs, architectural/engineering costs, permit fees, and actual contractor labor, materials costs, and interest/financing costs. Within thirty (30) days of Lessor providing Lessee with the detailed accounting of the incurred costs to install and construct the Premises Improvements, Lessee agrees to reimburse Lessor for the incurred costs to install and construct the Premises Improvements on a straight-line basis (equal monthly installments) over the Initial Lease Term.

## **7. WALKTHROUGHS PRIOR TO OCCUPANCY AND SUBSEQUENT TERMINATION**

A walkthrough shall be performed by the Parties, prior to the Commencement Date and prior to the Expiration Date, to determine that the Premises is in satisfactory condition prior to the Commencement Date and before the Expiration Date, to ensure the Premise Improvements are in satisfactory condition. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building code(s), applicable laws, regulations, and ordinances that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act (ADA) or any similar laws as a result of Lessee's use, or any alterations or utility installations made or to be made by Lessee. Unless otherwise specified in this Lease, since compliance with the ADA and other state and local accessibility statutes are dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. If Lessee's use of the Premises requires modifications or additions to the Premises in order to be in compliance with ADA or other accessibility statutes, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

## **8. UTILITIES**

Lessee shall be responsible for and pay all charges for electricity and natural gas (PG&E), phone, and data. Lessor shall be responsible for all other utility charges including, but not limited to, water/sewer and trash disposal. Lessee shall not make any connection to the utilities except by or through existing outlets, or subsequently moved outlets, at the approval of Lessor, and shall not install or use machinery or equipment in or about the Premises that uses excess water, lighting or power, or suffer or permit any act that causes extra burden upon the utilities or services, including but not limited to trash services, water and sewer, over standard office usage. Lessor shall require Lessee to reimburse Lessor for any excess expenses or costs that may arise out of the breach of this paragraph by Lessee.

## **9. PREMISES MAINTENANCE AND REPAIR**

### **9.1. Lessor's Maintenance Obligations**

Lessor shall have the sole and complete responsibility to maintain the roof, exterior walls, and foundation of the Premises in a structurally sound and watertight condition, and other existing building components serving the Premises including, but not limited to, the HVAC system (including regular filter replacement), plumbing and electrical systems, plumbing fixtures, lighting fixtures and bulbs, light switches, electrical outlets, thermostat controls, and emergency signage. Lessor shall use reasonable efforts when making any repairs, additions, or alterations in, about, or affecting the Premises to minimize interference with Lessee's operations. Lessee shall maintain Premises in compliance with applicable codes and regulations (including but not limited to required fire inspections and fire extinguisher testing). Notwithstanding anything to the contrary in this Lease, Lessee, and not Lessor, shall be solely responsible for any maintenance, repair, or replacement of the Premises, or any equipment (wherever located) that is required as a result of or is attributable to misuse or abuse.

### **9.2 Lessee Obligation to Report Damage to Premises**

Lessee shall notify Lessor immediately of any damage caused by Lessee to the Premises and Lessee shall be responsible for all costs to repair any damage caused by Lessee (whether by way of negligence or intentional act), except normal wear and tear.

### **9.3 Janitorial Services**

Lessor shall be responsible for providing janitorial services to the Premises in accordance with Lessee's custodial service specifications and requirements described in **Exhibit C** and incorporated into this Lease. Lessor shall provide Lessee with a monthly invoice for the janitorial services and supplies, and Lessee shall reimburse Lessor for the actual cost of providing the janitorial services monthly, which cost shall be in addition to the Rent.

## **10. ALTERATIONS AND ADDITIONS**

Lessee shall not, without Lessor's prior written consent, make any alterations, improvements, or additions to the Premises. Any alterations, improvements, or additions to the Premises that Lessee shall desire to make, and which require the consent of the Lessor shall be presented to Lessor in written form. If Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring a permit to do so from appropriate governmental agencies, the furnishing of a copy to Lessor prior to the commencement of the work and the compliance by Lessee of all conditions of said permit in a prompt and expeditious manner.

## **11. INDEMNIFICATION**

### **11.1 Lessee's Obligation**

Lessee shall indemnify, defend, and hold harmless Lessor, its officers, agents, and employees from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorneys' fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, costs, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, arising out of (a) any damage to any person or property occurring in, on, or about the Premises, (b) use by Lessee or its agents, invitees, or contractors of the Premises, and/or (c) Lessee's breach or violation of any term of this Lease.

### **11.2 Lessor's Obligation**

Lessor shall indemnify, defend and hold harmless Lessee, its officers, agents and employees from and against any claims, damages, costs, expenses, including an amount equal to reasonable attorneys' fees, or liabilities arising out of or in any way connected with this Lease including, without limitation, claims, damages, costs, expenses, or liabilities for loss or damage to any property or for death or injury to any person or persons arising out of (a) any damage to any person or property occurring in, on, or about the common areas of the Building, and/or (b) Lessor's breach or violation of any term of this Lease.

## **12. INSURANCE**

### **12.1. Lessor's Insurance**

Lessor shall, at its sole cost and expense, procure and maintain during the entire term of this Lease commercial general liability and casualty insurance against claims for bodily injury, personal injury, and property damage covering the Building of which the Premises is a part. Lessor shall provide Lessee with a current Certificate of Insurance annually throughout the term of this Lease.

### **12.2. Lessee's Insurance**

Lessee shall, at its sole cost and expense, procure and maintain during the entire term of this Lease commercial general liability and property damage insurance protecting

Lessee and Lessor as an additional insured against claims for bodily injury, personal injury, and property damage in connection with or arising out of the ownership Lessee's use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Lessee will provide Lessor with evidence of insurance prior to and as a condition of delivery of possession and then annually thereafter for the duration of the Initial Lease Term and any Extension Period. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement and coverage shall also be extended to include damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation outlined in this Lease. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

### **12.3. Waivers of Subrogation**

Lessee and Lessor each waive any right of recovery against the other due to loss of or damage to the property of either Lessee or Lessor when such loss of or damage to property arises out of the acts of God or any of the property perils included in the classification of fire, extended perils ("all risk" as such term is used in the insurance industry) required to be insured against.

## **13. REAL PROPERTY TAXES**

Lessor shall be responsible for paying all real property taxes associated with the property of which the Premises is a part.

## **14. HAZARDOUS MATERIALS**

"Hazardous Materials" are those substances listed in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. ("CERCLA") and the California Hazardous Waste Control Act, Health and Safety Code Section 25100 et seq., or those which meet the toxicity, reactivity, corrosivity or flammability criteria of the above regulations, as well as any other substance which poses a hazard to human health or to the environment. Lessee shall not use, create, store, or allow any Hazardous Materials on the Premises. In no case shall Lessee cause or allow the deposit or disposal of any Hazardous Materials on the Premises. Lessee shall promptly notify Lessor of any release of Hazardous Materials in, on, or about the Premises that Lessee or Lessee's agents or employees become aware of during the term of this Lease, whether caused by Lessee or Lessee's agents or employees.

## **15. DAMAGE OR DESTRUCTION**

### **15.1. Definitions**

- a) "Premises Partial Damage" shall mean damage or destruction, when and as determined by Lessor, to the Premises to the extent that the cost of repair is less than 25% of the then Replacement Cost.
- b) "Premises Total Destruction" shall mean damage or destruction, when and as determined by Lessor, to the Premises to the extent that the cost of repair is 25% or more of the then Replacement Cost.
- c) "Insured Loss" shall mean damage or destruction which was caused by an event required to be covered by the insurance described in this paragraph.
- d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of applicable laws, regulations, building code, or ordinances, and without deduction for depreciation.

### **15.2. Partial Damage – Insured Loss**

If at any time during the term of this Lease, there is damage which is an Insured Loss and which falls into the classification of Premises Partial Damage, then Lessor shall, at Lessor's expense, repair such damage, excluding Lessee's fixtures, equipment and/or improvements, as soon as reasonably possible, and this Lease shall continue in full force and effect.

### **15.3. Partial Damage – Uninsured Loss**

If at any time during the term of this Lease, there is damage which is not an Insured Loss and which falls within the classification of Premises Partial Damage, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may at Lessor's option either (i) repair such damage as soon as reasonably possible at Lessor's expense in which event this Lease shall continue in full force and effect, or (ii) give written notice to Lessee within thirty (30) days after the date of the occurrence of such damage of Lessor's intention to cancel and terminate this Lease, as of the date of the occurrence of such damage. In the event Lessor elects to give such notice of Lessor's intention to cancel and terminate this Lease, Lessee shall have the right within ten (10) days after the receipt of such notice to give written notice to Lessor of Lessee's intention to repair such damage at Lessee's expense, in which event this Lease shall continue in full force and effect, and Lessee shall proceed to make such repairs as soon as reasonably possible. If Lessee does not give such notice within such ten (10) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.

### **15.4. Total Destruction**

If at any time during the term of this Lease there is damage, whether or not an Insured Loss, (including destruction required by any authorized public authority), which falls into the classification of Premises Total Destruction, Lessor may elect to terminate this Lease by giving written notice to Lessee within thirty (30) days after such date. If this Lease is not terminated following Premises Total Destruction, Lessor shall promptly restore the Premises to the condition existing just prior to the damage.

**15.5. Damage Near End of Lease Term**

- a) If during the last twelve (12) months of the term of this Lease there is damage, whether or not an Insured Loss, which falls within the classification of Premises Partial Damage, Lessor may at Lessor's option cancel and terminate this Lease as of the date of occurrence of such damage by giving written notice to Lessee of Lessor's election to do so within thirty (30) days after the date of occurrence of such damage.
- b) If Lessee's option to extend this Lease has not yet expired when the damage occurs, Lessee shall exercise such option, if it is to be exercised at all, no later than twenty (20) days after the occurrence of an Insured Loss falling within the classification of Premises Partial Damage during the last six months of the term of this Lease. If Lessee exercises such option during said twenty (20) day period; Lessor shall, at Lessor's expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option during said twenty (20) day period, then Lessor may, at Lessor's option, terminate and cancel this Lease as of the expiration of said twenty (20) day period by giving written notice to Lessee of Lessor's election to do so within ten (10) days after the expiration of said twenty (20) day period, notwithstanding provision in the grant of option to the contrary.

**15.6. Abatement of Rent; Lessee's Remedies**

- a) Unless the casualty was caused by Lessee, in the event of partial damage described in paragraphs 15.2 or 15.3, or Premises Total Destruction when Lessor does not elect to terminate this Lease, rent shall be reduced from the date of damage until the date restoration work being performed by Lessor is substantially complete, with the reduction to be in proportion to the area of the Premises not usable by Lessee. Except for abatement of rent, if any, Lessee shall have no claim against Lessor to any damage suffered by reason of any such damage, destruction, repair, or restoration.
- b) If Lessor shall be obligated to repair or restore the Premises under the provisions of this paragraph and shall not commence such repair or restoration within ninety (90) days after such obligations shall accrue, Lessee may at Lessee's option cancel and terminate this Lease by giving Lessor written notice of Lessee's election to do so at any time prior to the commencement of such repair or restoration. In such event this Lease shall terminate as of the date of such notice.

**16. CONDEMNATION**

If all or any portion of the Premises sufficient to render the Premises unsuitable for Lessee's use are condemned or are transferred in lieu of condemnation, Lessee or Lessor may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Lessor shall be entitled to all compensation that may be paid in connection with the taking except for any portion specifically awarded to Lessee for moving expenses, fixtures, or equipment.

**17. ASSIGNMENT AND SUBLETTING**

**Lessor's Consent Required**

Lessee shall not assign, transfer, mortgage, sublet, or otherwise transfer or encumber all or any part of Lessee's interest in this Lease or in the Premises, without Lessor's prior written consent, which Lessor shall not unreasonably withhold. Lessor shall respond to Lessee's request for consent in a timely manner and any attempted assignment, transfer, mortgage, encumbrance or subletting without such consent shall be void, and shall constitute a breach

of this Lease. Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

#### **18. LIMITED RIGHT OF ENTRY**

Lessor and Lessor's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same and making such alterations, repairs, improvements or additions to the Premises or Building as Lessor may deem necessary or desirable. Except in the case of emergency, in which no prior notice shall be required, such entry shall only be upon 72-hours prior written notice and only if accompanied by Lessee.

#### **19. DEFAULTS AND REMEDIES**

##### **19.1. Defaults by Lessee**

The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Lessee:

- a) The vacating or abandonment of the Premises by Lessee.
- b) The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee, as and when due, where such failure shall continue for a period of three (3) days after written notice from Lessor to Lessee. If Lessor serves Lessee with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, such Notice to Pay Rent or Quit shall also constitute the notice required by this subparagraph. The acceptance by Lessor of any partial payments of Rent or any other payment required to be made by Lessee, shall not constitute a waiver of any of Lessor's rights, including Lessor's right to recover possession of the Premises.
- c) The failure by Lessee to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Lessee where such failure shall continue for a period of thirty (30) days after written notice from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commenced such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- d) The failure of Lessee to provide Lessor any documentation required under the terms of this Lease, where such failure continues for a period of ten (10) days after written notice from Lessor to Lessee.
- e) The commission of waste, act or acts constituting public or private nuisance, and/or illegal activity on the Premises by Lessee, where such actions continue for a period of three (3) days following written notice from Lessor to Lessee.

##### **19.2 Remedies**

In addition to any remedies outlined above, in the event of a material default or breach of this Lease by Lessee, Lessor may, without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such material default or breach:

- a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Lessee shall immediately surrender possession to Lessor. In such event, Lessor shall be entitled to recover from Lessee (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. Efforts by Lessor to mitigate damages caused by Lessee's material default or breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit.
- b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.
- c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve either Party from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

### **19.3 Default by Lessor**

Lessor shall be in default if Lessor fails to perform obligations required of Lessor within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor specifying that Lessor has failed to perform such obligation; provided, however, that if the nature of Lessor's obligation is such that more than thirty (30) days are required for performance then Lessor shall not be in default if Lessor commences performance within such 30-day period and thereafter diligently prosecutes such cure to completion.

## **20. CONDITION UPON TERMINATION; HOLDOVER**

On the last day of the Lease Term, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted, clean and free of debris. Unless otherwise determined by Lessor, Lessee shall repair any damage to the Premises occasioned by the installation or removal of Lessee's fixtures, furnishings, and equipment including, but not limited to, drywall patching and touch-up

painting at Lessee's expense. If Lessee fails to vacate the Premises when required, including failure to remove all its personal property, Lessor may elect to treat Lessee as a Lessee from month-to-month, subject to the provisions of this Lease except that rent shall be one and one-quarter (1.25) times the total rent being charged when the Lease term expired, and any option or other rights regarding extension of the term shall no longer apply. If Lessor is unable to deliver possession of the Premises to a new Lessee or to perform improvements for a new Lessee as a result of Lessee's holdover in excess of thirty (30) days after the expiration or earlier termination of this Lease, Lessee shall be liable for any damages and costs incurred by Lessor from the holdover.

## 21. NOTICES

All notices or correspondence provided for in this Lease shall be effective only if made in writing, personally delivered with an executed acknowledgment of receipt, or deposited in the United States mail, certified, postage prepaid, and addressed as follows:

To Lessee: County of Solano  
Department of General Services  
675 Texas Street, Suite 2500  
Fairfield, CA 94533  
Attn: Real Estate/Property Management  
Email: [DEyeler@SolanoCounty.com](mailto:DEyeler@SolanoCounty.com)  
PH: (707) 784-7906

To Lessor: MRLT Properties  
c/o Robert and Diane Karn  
4452 Buena Vista Lane  
Vacaville, CA 95688  
Email: [dmkarn@aol.com](mailto:dmkarn@aol.com)  
PH: (707) 628-4275

## 22. BINDING ON HEIRS, SUCCESSORS AND ASSIGNS

This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of both parties, except as otherwise provided for in this Lease. Signatures to this Lease accomplished by means of electronic signature or other similar technology shall be legal and binding.

## 23. BROKER'S FEE & DISCLOSURES

Both Lessor and Lessee understand, consent, and acknowledge that Dakin & Dakin Commercial Real Estate Services represents the Lessor exclusively and the County of Solano through its Real Estate Agent, Dale Eyeler, represents the Lessee exclusively for this lease transaction. Except for Dakin & Dakin Commercial Real Estate Services and Dale Eyeler, Lessee and Lessor represent, acknowledge, and agree to indemnify each other from any third-party claims for commission or finder's fees. Lessor shall pay Dakin & Dakin Commercial Real Estate Services a leasing commission pursuant to a separate agreement between Lessor and Dakin & Dakin Commercial Real Estate Services. Lessee and Lessor acknowledge that Lessee share of leasing commission is applied towards and taken in consideration for the Rent outlined herein.

### **23.1. Disclosures**

When entering a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) Lessor's Agent. A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) Lessee's Agent. An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

Brokers have no responsibility with respect to any material default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than six months after the Commencement Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker. Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

### **24. ESTOPPEL CERTIFICATE**

a) Lessee shall at any time, upon not less than ten (10) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement written on Lessor's estoppel certificate form (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Lessee's knowledge, any uncured defaults on the part of Lessor, or specifying such defaults if any are claimed.

- b) Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, and (ii) that there are no uncured defaults in Lessor's performance.

**25. TIME OF ESSENCE**

Time is of the essence in all terms and conditions of this Lease.

**26. SEVERABILITY**

The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision of this Lease.

**27. SUCCESSORS; APPLICABLE LAW**

Subject to any provisions in this Lease restricting assignment or subletting by Lessee, this Lease shall bind the parties, their personal representatives, successors, and assigns. The laws of the State of California shall govern this Lease.

**28. WAIVER**

No waiver by Lessor or any provision in this Lease shall be deemed a waiver of any other provision in this Lease or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent by Lessor shall not be a waiver of any preceding breach by Lessee of any provision in this Lease, other than the failure of Lessee to pay the rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. The Parties agree that the terms of this Lease shall govern with regard to all matters related thereto and hereby waive the provisions of any present or future statute to the extent that such statute is inconsistent with this Lease.

**29. JOINT AND SEVERAL**

If either Lessor or Lessee is composed of more than one person or entity, the obligations imposed in this Lease shall be joint and several.

**30. ENTIRE AGREEMENT**

This Lease contains all agreements of the parties with respect to any matter mentioned. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, Lessee acknowledges that neither the Lessor or any employees or agents of the Lessor have made any oral or written warranties or representations to Lessee relative to the condition or use by Lessee of the Premises.

**31. CUMULATIVE REMEDIES**

No remedy or election in this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**32. COVENANTS AND CONDITIONS**

Each provision of this Lease performable by Lessor or Lessee shall be deemed both a covenant and a condition.

**33. QUIET POSSESSION**

Upon Lessee paying the rent for the Premises and observing and performing all the covenants, conditions, and provisions on Lessee's part to be observed and performed in this Lease, Lessee shall have quiet possession of the Premises for the entire term subject to all the provisions of this Lease.

**34. AMENDMENT**

The terms of this Lease may be amended only in writing and by mutual agreement between Lessor and Lessee.

**35. FORCE MAJEURE**

Except as otherwise provided, whenever a party is required to perform an act under this Lease by a certain time, the time for such performance shall be extended for so long as such performance is prevented, delayed, or hindered by Force Majeure. If a delay in performance is caused by a Force Majeure event, the party who is claiming a delay in performance (Claiming Party) must notify the other party (Non-Claiming Party) within ten (10) days of the commencement of the Force Majeure event (a) that a Force Majeure event has taken place, (b) when the Force Majeure occurred, (c) the nature of the Force Majeure event, (d) that performance is being delayed due to the Force Majeure event, (e) the expected length of time of delay of performance, and (f) description of damage of event or Force Majeure and how it has delayed performance. Failure to notify the Non-Claiming Party within such 10-day period shall result in the waiver by the Claiming Party to claim a delay in performance due to the Force Majeure event.

**36. AUTHORITY**

Lessee and Lessor represents and warrant that they each have the authority and necessary approvals to enter this Lease and that the individuals signing below have the authority to bind Lessee and Lessor.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

**LESSEE:** County of Solano, a political  
subdivision of the State of California

**LESSOR:** MRLT Properties

\_\_\_\_\_  
Bill Emlen  
County Administrator

*robert Karn*  
\_\_\_\_\_  
robert Karn (Mar 26, 2024 15:28 PDT)

Robert Karn, Owner

*Diane M Karn*  
\_\_\_\_\_  
Diane M Karn (Mar 29, 2024 15:22 PDT)

Diane Karn, Owner

**APPROVED AS TO FORM**

*M. Callaway*

\_\_\_\_\_  
Deputy County Counsel



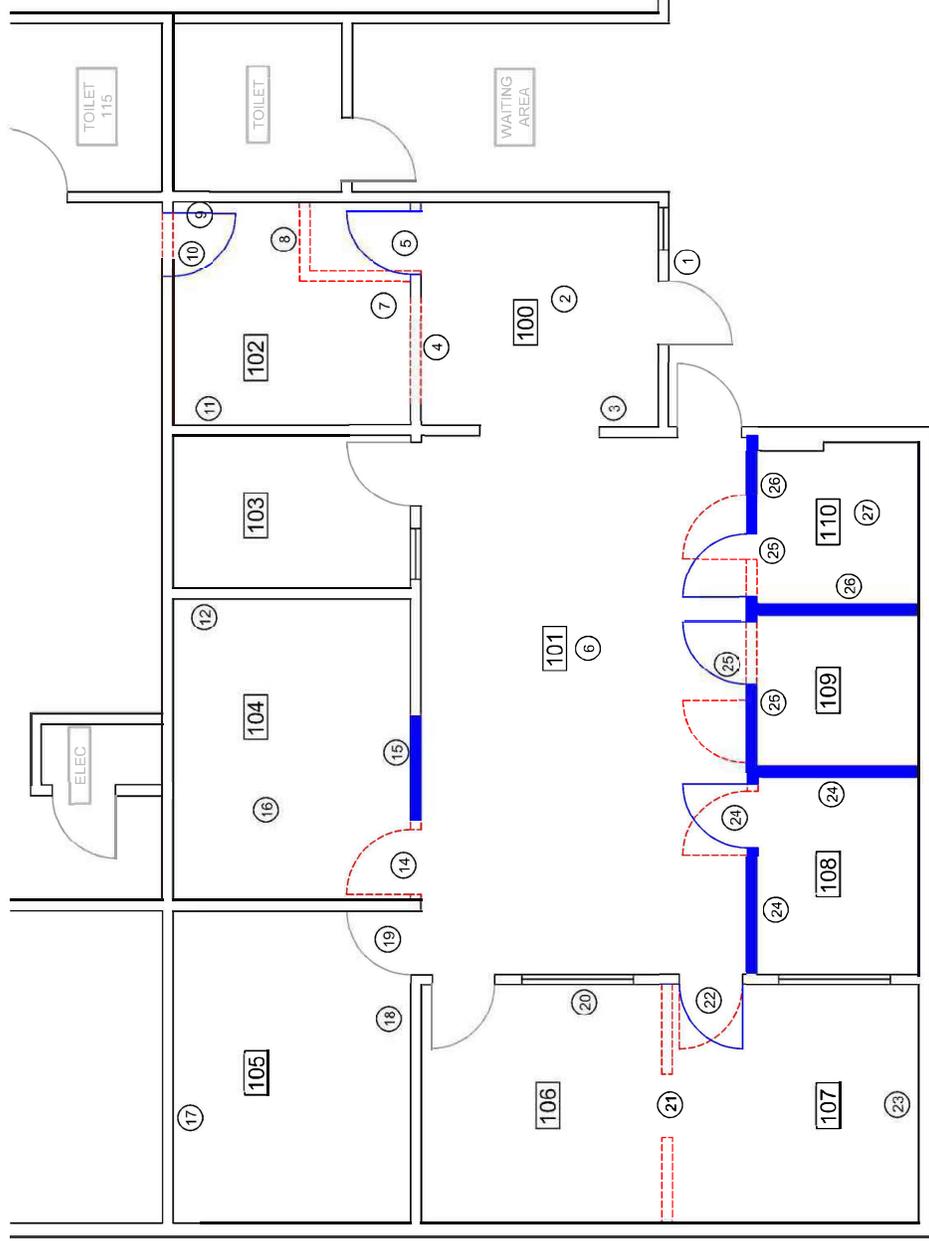
**EXHIBIT B**  
**Premises Improvements**

**EXHIBIT B**  
Premises Improvements

**CONCEPTUAL PLAN (AND SCOPE)**

2220 BOYNTON AVENUE (SUITE C), FAIRFIELD, CA 94533

NOT TO SCALE  
06/09/2023



NOTE	ROOM #	LANDLORD SCOPE	COUNTY SCOPE
1	100	AT ENTRY: REMOVE SIGNAGE (PRIOR TENANT) - NO COST TO COUNTY	REPLACE ENTRY SIGNAGE (COUNTY LOGO AND PROGRAM NAME)
2	100	REPLACE CARPET WITH MORE DURABLE FLOORING FOR HIGH TRAFFIC (E.G. VINYL PLANK) FOR LOW COST MAINTENANCE	
3	100	UPDATE BUILDING ALARM	
4	100	DEMO WALL AND PROVIDE NEW OPENING FOR RECEPTION WINDOW (COUNTER AND GLAZING). GLAZING AT 7'-0" ABOVE FINISH FLOOR WITH PASS THROUGH OPENING ABOVE COUNTER	CONFIRM IF SIGNAGE IS NEEDED BEHIND THE GLAZING/RECEPTION
5	100	INSTALL NEW FULL HEIGHT WALL WITH DOOR, LOCKABLE HARDWARE, AND DOOR STOPPER	
6	101	REPLACE CARPET WITH MORE DURABLE FLOORING FOR HIGH TRAFFIC (E.G. VINYL PLANK) FOR LOW COST MAINTENANCE	
7	102	PATCH CARPET (MATCH EXISTING); REPLACE RUBBER BASE (MATCH BUILDING) - NO COST TO COUNTY	
8	102	DEMO PARTIAL HEIGHT WALL, DOOR, AND DOOR STOPPER	
9	102	REMOVE SINK, BASE CABINET, SOAP AND PAPER TOWEL DISPENSER; RELOCATE OUTLET AT STANDARD HEIGHT	
10	102	INSTALL NEW FULL HEIGHT FIRE RATED WALL WITH FIRE RATED DOOR, MAREOW WINDOW, LITE, AND KEYPAD	
11	102	TERMINATE SPECIAL OUTLET (?)	REMOVE ANALOG LINES (BACKBONE)
12	104	ADD WINDOW LITE TO DOOR (delete)	
13	104	ADD WINDOW LITE TO DOOR	
14	104	DEMO WINDOW, INSTALL WALL (WITH ACOUSTICAL INSULATION)	
15	104	DEMO WINDOW, INSTALL WALL (WITH ACOUSTICAL INSULATION)	
16	104	DEMO WINDOW, INSTALL WALL (WITH ACOUSTICAL INSULATION)	
17	105	RELOCATE POWER OUTLET TO STANDARD HEIGHT	REMOVE HDMI CONNECTION
18	105	ADD WINDOW LITE TO EXISTING DOOR	REMOVE HDMI CONNECTION
19	105	REMOVE APPARATUS (CEILING MOUNT); REPLACE WITH CEILING TILE	
20	106	DEMO WALL AND DOOR; PATCH AND REPAIR TO MATCH EXISTING	
21	106	DEMO WALL AND DOOR; PATCH AND REPAIR TO MATCH EXISTING	
22	106	INSTALL NEW DOOR (LIP - LEFT HAND - TO "RIGHT HAND")	
23	107	NEW POWER OUTLET (FOR FUTURE TV)	NEW HDMI OUTLET (FOR FUTURE TV)
24	108	DEMO PARTIAL HEIGHT WALL AND DOOR; INSTALL NEW FULL HEIGHT PARTITION WALLS (WITH ACOUSTICAL INSULATION); INSTALL NEW DOOR WITH WINDOW LITE AND LOCKING HARDWARE	
25	109	DEMO PARTIAL HEIGHT WALL AND DOOR; INSTALL NEW FULL HEIGHT PARTITION WALLS (WITH ACOUSTICAL INSULATION); INSTALL NEW DOOR WITH WINDOW LITE AND LOCKING HARDWARE	
26	110	DEMO PARTIAL HEIGHT WALL AND DOOR; INSTALL NEW FULL HEIGHT PARTITION WALLS (WITH ACOUSTICAL INSULATION); INSTALL NEW DOOR WITH WINDOW LITE AND LOCKING HARDWARE	
27	110	INSTALL NEW HVAC (SUPPLY AND RETURN)	
61	GENERAL	PATCH AND PAINT WALLS (FROM PRIOR TENANT); NO COST TO COUNTY	
62	EXTERIOR	REMOVE WAYFINDING SIGNAGE (PRIOR TENANT) - NO COST TO COUNTY	REPLACE WAYFINDING SIGNAGE
63	GENERAL	REQUIRED BUILDING CODE IMPROVEMENTS (E.G. LIGHTING, HVAC, ACCESSIBILITY, FIRE, ETC.)	
64	GENERAL	DOOR HARDWARE REPLACEMENT/INSTALLATION, INCLUDING REKEYING	
65	GENERAL	REPLACE ALL BROKEN, MISSING, DAMAGED CEILING TILES	INSTALL NEW ROOM SIGNAGE FOR ALL ROOMS
66	GENERAL	RELOCATE POWER OUTLETS AS NEEDED (TBD - FURNITURE PLACEMENT)	INSTALL NEW DATA OUTLETS; REMOVE CABLING FROM EXISTING PHONE OUTLETS
67	GENERAL	RELOCATE POWER OUTLETS AS NEEDED (TBD - FURNITURE PLACEMENT)	PROCURE AND INSTALL NEW FURNITURE
68	GENERAL	CARPET CLEANING (FROM PRIOR TENANT) - NO COST TO COUNTY	
69	GENERAL	CARPET CLEANING (FROM PRIOR TENANT) - NO COST TO COUNTY	

**EXHIBIT C**  
**Janitorial Services**

(Description of tasks and frequency for required cleaning services provided to the Premises only)

- Daily cleaning, disinfecting, and sanitizing of restroom
- Daily trash removal from breakroom and restroom
- Daily cleaning of break room
- Weekly vacuuming of carpeted floor surfaces
- Weekly mopping of tiled floor surfaces
- Monthly dusting of accessible furnishings
- Furnish all cleaning supplies, equipment, paper products, and soap
- Replace light-bulbs within the timeframe prescribed in paragraph 19 herein, subject to Lessee providing Lessor with no less than 48 hours prior notice of non-working light bulbs
- Other cleaning services upon request

# 2220 C Boyton Lease Final 240326

Final Audit Report

2024-03-29

Created:	2024-03-26
By:	Justine Arvisu (JMArvisu@SolanoCounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_WRps6Ugg6jh89oTA_TEpGwZQfjDzhut

## "2220 C Boyton Lease Final 240326" History

-  Document created by Justine Arvisu (JMArvisu@SolanoCounty.com)  
2024-03-26 - 10:00:39 PM GMT
-  Document emailed to robert Karn (rkarn@rakengineers.com) for signature  
2024-03-26 - 10:01:38 PM GMT
-  Email viewed by robert Karn (rkarn@rakengineers.com)  
2024-03-26 - 10:27:35 PM GMT
-  Document e-signed by robert Karn (rkarn@rakengineers.com)  
Signature Date: 2024-03-26 - 10:28:25 PM GMT - Time Source: server
-  Document emailed to dmkarn@aol.com for signature  
2024-03-26 - 10:28:26 PM GMT
-  Email viewed by dmkarn@aol.com  
2024-03-27 - 4:29:25 AM GMT
-  Email viewed by dmkarn@aol.com  
2024-03-29 - 10:20:25 PM GMT
-  Signer dmkarn@aol.com entered name at signing as Diane M Karn  
2024-03-29 - 10:22:12 PM GMT
-  Document e-signed by Diane M Karn (dmkarn@aol.com)  
Signature Date: 2024-03-29 - 10:22:14 PM GMT - Time Source: server
-  Agreement completed.  
2024-03-29 - 10:22:14 PM GMT

# Contract Review Sheet - 2220C Boynton Lease v.2

Final Audit Report

2024-04-02

Created:	2024-04-02
By:	Donovan Fullard (dfullard@solanocounty.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHv-TssOoA-_kLD1MrqSbUQUyZ8DRYsTy

## "Contract Review Sheet - 2220C Boynton Lease v.2" History

-  Document created by Donovan Fullard (dfullard@solanocounty.com)  
2024-04-02 - 6:44:18 PM GMT
-  Document emailed to Megan Greve (mmgreve@solanocounty.com) for signature  
2024-04-02 - 6:48:34 PM GMT
-  Email viewed by Megan Greve (mmgreve@solanocounty.com)  
2024-04-02 - 7:26:41 PM GMT
-  Document e-signed by Megan Greve (mmgreve@solanocounty.com)  
Signature Date: 2024-04-02 - 7:27:11 PM GMT - Time Source: server
-  Document emailed to Megan Callaway (mjcallaway@solanocounty.com) for signature  
2024-04-02 - 7:27:13 PM GMT
-  Email viewed by Megan Callaway (mjcallaway@solanocounty.com)  
2024-04-02 - 7:31:21 PM GMT
-  Document e-signed by Megan Callaway (mjcallaway@solanocounty.com)  
Signature Date: 2024-04-02 - 7:33:16 PM GMT - Time Source: server
-  Agreement completed.  
2024-04-02 - 7:33:16 PM GMT