

L-065 Area 3 Substation
Pamela J. Prieto/Sheriff3111

LEASE AGREEMENT

THIS LEASE AGREEMENT ("LEASE"), dated this 5th day of June, 2018 ("Effective Date"), by and between PAMELA J. PRIETO, 889 S. Golden State Blvd., Selma, CA 93662, ("LESSOR"), and the COUNTY OF FRESNO, a political subdivision of the State of California, 2220 Tulare Street, 16th Floor, Fresno, CA 93721-2120, ("LESSEE").

1. LEASED PREMISES – LESSOR hereby leases to LESSEE at the location commonly known as the approximately 1,000 square feet of office space and approximately 3,198 square feet of warehouse space; other space at the location commonly known as approximately 4,932 square feet of office space; other space at the location commonly known as approximately 1,300 square feet of office space and approximately 5,601 square feet of warehouse space; and the non-exclusive right to use the common area parking located at each aforementioned location ("Premises").

2. TERM - LESSOR leases to LESSEE the Premises for an initial term of five (5) years commencing on July 1, 2018, and ending on June 30, 2023. Thereafter, this LEASE shall automatically renew each year on July 1 for a one-year (1) term unless either party provides twelve (12) months prior written notice to terminate this LEASE. In no event shall this LEASE extend beyond June 30, 2028. In the case of LESSEE, the Director of Internal Services or the Sheriff or their designees shall have the power to provide such notice and terminate the LEASE.

3. RENT/RENT INCREASE - LESSEE shall pay to LESSOR rent in the amount of Nine Thousand Three Hundred Fifty-Three Dollars and Forty Cents (\$9,353.40) per month commencing July 1, 2018. This rent is comprised of: One Thousand Six Hundred Eighty-Nine Dollars and Sixty Cents (\$1,689.60) per month for the Five Thousand One Hundred Seventy-Eight Dollars and Sixty Cents (\$5,178.60) per month for the location at and Two Thousand Four Hundred Eighty-Five Dollars and Twenty Cents (\$2,485.20) per

1 month . Beginning July 1, 2019,
2 the rent shall increase by two percent (2%) and by two percent (2%) each July 1 thereafter
3 during the term of this LEASE. The rent shall be paid on or before the first of each month
4 according to the following schedule:

Rent Increases - 2%/yr	Monthly Rent	Annual Rent
July 1, 2018	\$ 9,353.40	\$ 112,240.80
July 1, 2019	\$ 9,540.47	\$ 114,485.62
July 1, 2020	\$ 9,731.28	\$ 116,775.33
July 1, 2021	\$ 9,925.90	\$ 119,110.83
July 1, 2022	\$ 10,124.42	\$ 121,493.05
July 1, 2023	\$ 10,326.91	\$ 123,922.91
July 1, 2024	\$ 10,533.45	\$ 126,401.37
July 1, 2025	\$ 10,744.12	\$ 128,929.40
July 1, 2026	\$ 10,959.00	\$ 131,507.99
July 1, 2027	\$ 11,178.18	\$ 134,138.15

11 4. UTILITIES – LESSEE shall pay, in addition to rent, utility costs including
12 electricity, natural gas, water, garbage, sewer and telephone for the Premises.

13 5. USE - LESSEE shall use the leased Premises for the purpose of a Sheriff's
14 Sub-Station or another County operation. LESSEE agrees to comply with all applicable laws,
15 ordinances and regulations in connection with its use of the Premises. LESSOR covenants
16 that said Premises are suitable for the intended use of LESSEE and are in compliance with all
17 applicable laws, ordinances and regulations, including but not limited to safety regulations,
18 health and building codes.

19 6. MAINTENANCE - All exterior and interior maintenance, including the
20 maintenance and repair of air conditioning and heating units (it shall be the responsibility of
21 LESSOR to change filters of units when required), plumbing systems, electrical systems, roof,
22 landscape, fencing, lighting, common areas, parking lot lighting, and parking lot areas shall be
23 the responsibility of the LESSOR. The LESSOR is also responsible for the structural condition
24 of the building and agrees that the building will always be maintained in a condition acceptable
25 for the LESSEE's intended use of the Premises. LESSOR's maintenance responsibilities shall
26 include carpet/flooring replacement and exterior and interior painting, as needed, due to normal
27 wear and tear.

28 In the event building systems such as air conditioning and heating units' malfunction,

1 restroom fixtures are not draining properly, water intrusion, leaks, or other structural issues that
2 include, but are not limited to, damaged doors, walls, roof, and windows, or other similar events
3 that immediately impact the occupancy of the Premises by LESSEE occur, LESSOR shall
4 verbally acknowledge within thirty (30) minutes and requires onsite response in four (4) hours
5 or less after contact by LESSEE to initiate repairs or replace equipment to restore the systems
6 to full working order. Repairs must be completed within one (1) day, unless otherwise approved
7 by LESSEE. LESSOR covenants that the Premises shall be maintained in substantially the
8 same condition as that existing at the commencement of this LEASE.

9 LESSEE shall be responsible for janitorial service and supplies.

10 7. INDEPENDENT CONTRACTOR - In performance of the work, duties and
11 obligations assumed by LESSOR under this LEASE, it is mutually understood and agreed that
12 LESSOR, including any and all of the LESSOR's officers, agents, and employees will at all times
13 be acting and performing as an independent contractor, and shall act in an independent capacity
14 and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the
15 LESSEE. Furthermore, LESSEE shall have no right to control or supervise or direct the manner
16 or method by which LESSOR shall perform its work and function. However, LESSEE shall retain
17 the right to administer this LEASE so as to verify that LESSOR is performing its obligations in
18 accordance with the terms and conditions thereof.

19 LESSOR and LESSEE shall comply with all applicable provisions of law and the rules
20 and regulations, if any, of governmental authorities having jurisdiction over matters the subject
21 thereof.

22 Because of its status as an independent contractor, LESSOR shall have absolutely no
23 right to employment rights and benefits available to LESSEE employees. LESSOR shall be
24 solely liable and responsible for providing to, or on behalf of, its employees all legally-required
25 employee benefits. In addition, LESSOR shall be solely responsible and hold LESSEE
26 harmless from all matters relating to payment of LESSOR's employees, including compliance
27 with Social Security withholding and all other regulations governing such matters. It is
28 acknowledged that during the term of this LEASE, LESSOR may be providing services to

1 others unrelated to the LESSEE or to this LEASE.

2 8. BREACH OF OBLIGATION TO MAINTAIN - In the event LESSOR breaches its
3 obligation to maintain the Premises as herein provided, LESSEE may give written notice to
4 LESSOR within fifteen (15) days of the discovery of such breach. LESSOR shall then have
5 fifteen (15) days from the date of such notice to cure its breach, provided, however, that if the
6 item of maintenance is of such a nature that it requires more than fifteen (15) days to complete,
7 but does not relate to a health and safety matter, then LESSOR shall have such additional time
8 as is necessary to complete such maintenance as long as LESSOR commences work on such
9 maintenance within said fifteen (15) day period and diligently prosecutes such maintenance to
10 completion within thirty (30) days from the date of such notice. Subject to the foregoing, if the
11 period for cure expires and if, in LESSEE's sole determination, LESSOR has failed to cure, and
12 then LESSEE may, at its election:

13 A. Terminate this LEASE by providing LESSOR with thirty (30) days prior written
14 notice of such termination. In such case, LESSEE shall have the right to
15 demand LESSOR refund any monies which were paid to LESSOR pursuant to
16 the LEASE but which were not earned by LESSOR by consequence of its
17 breach. Upon receipt of such demand, LESSOR shall promptly refund all such
18 monies; or

19 B. Cure LESSOR's breach and deduct the cost of such cure, together with
20 reasonable administrative costs, from LESSEE's future rent obligation.
21 LESSEE's decision to cure LESSOR's breach shall not constitute a waiver of
22 any rights or remedies that LESSEE may have arising from this LEASE or by
23 operation of law.

24 9. DESTRUCTION OR DAMAGE FROM CASUALTY - If the Premises are damaged or
25 destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden,
26 unexpected, or unusual nature (hereinafter the "Casualty"), then LESSOR shall either promptly
27 and diligently repair the damage at its own cost, or terminate the LEASE as hereinafter provided.

28 A. LESSOR's Election to Repair: If LESSOR elects to repair the Casualty damage

1 to the Premises, then it shall within thirty (30) days after the date of Casualty
2 provide written notice (hereinafter "Notice of Repair") to LESSEE indicating the
3 anticipated time required to repair. LESSOR shall bear the cost of all repairs to
4 the Premises, including the cost to repair any alterations or fixtures installed or
5 attached thereto by LESSEE. Such repairs shall restore the Premises to
6 substantially the same condition as that existing at the commencement of this
7 LEASE; such repairs shall also be made in compliance with all applicable state
8 and local building codes. LESSOR shall not be liable to LESSEE for
9 compensation for any loss of business, or any inconvenience or annoyance
10 arising from repair of the Premises as a result of the Casualty except for rent
11 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost
12 and expense for the replacement of its personal property.

13 B. LESSOR's Election to Terminate Due to Casualty: LESSOR may only elect to
14 terminate the LEASE due to the Casualty if: the Premises have been destroyed
15 or substantially destroyed by said Casualty; and the estimated time to repair the
16 Premises exceeds ninety (90) days from the date of the Casualty. LESSOR
17 shall provide LESSEE with written notice of its election to terminate within thirty
18 (30) days after the date of Casualty, specifying a termination date not less than
19 thirty (30) days from the date of said notice.

20 C. Rent Reduction Due to Casualty: In the event of Casualty, LESSEE's
21 obligation to pay the rent shall be reduced beginning on the date of the
22 Casualty. Such reduction shall be proportional to the damage caused to the
23 Premises by the Casualty as determined by LESSEE. If LESSOR elects to
24 repair the Premises pursuant to the terms of this LEASE, then the rent
25 reduction shall continue until the date of substantial completion of repair.

26 D. LESSEE's Election to Terminate Due to Casualty: If LESSEE does not receive
27 a Notice of Repair from LESSOR within thirty (30) days after the Casualty, or if
28 the anticipated period of repair contained in the Notice of Repair exceeds

1 ninety (90) days, then LESSEE may elect to terminate this LEASE by providing
2 thirty (30) days prior written notice of such termination to LESSOR. In such
3 case, LESSEE shall have the right to demand that LESSOR refund any monies
4 which were paid to LESSOR pursuant to the LEASE but which were not earned
5 by LESSOR by consequence of the Casualty. Upon receipt of such demand,
6 LESSOR shall promptly refund all such monies.

7 10. TERMINATION – If either LESSOR or LESSEE elects to terminate this LEASE for
8 any reason other than those reasons specified in Sections 8 and 9 above, such termination shall
9 be made in writing to the non-terminating party. Such notice shall specify a date of termination not
10 less than thirty (30) days from the date of said notice. In the case of LESSEE, the County
11 Administrative Officer or the Sheriff, or his/her designee of one of them, shall have the power to
12 provide such notice to terminate this LEASE.

13 11. HOLD HARMLESS - LESSOR agrees to indemnify, save, hold harmless, and at
14 LESSEE's request, defend the LESSEE, its officers, agents, and employees from any and all costs
15 and expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses
16 occurring or resulting to LESSEE in connection with the performance, or failure to perform, by
17 LESSOR, its officers, agents, or employees under this LEASE, and from any and all costs and
18 expenses (including attorneys' fees and costs), damages, liabilities, claims, and losses occurring
19 or resulting to any person, firm, or corporation who may be injured or damaged by the
20 performance, or failure to perform of LESSOR, its officers, agents, or employees under the
21 LEASE. This LEASE is made upon the expressed condition that the LESSEE is to be free of all
22 liability, damages or injury arising from structural failures of the leased Premises including external
23 walls, doors, roof and floor, unless caused by the negligence or willful misconduct of LESSEE, its
24 officers, agents or employees.

25 LESSEE agrees to indemnify, save, hold harmless, and at LESSOR's request, defend
26 the LESSOR from any and all costs and expenses, damages, liabilities, claims, and losses
27 occurring or resulting to LESSOR in connection with LESSEE's use of the Premises, including
28 without limitation the performance, or failure to perform, by LESSEE, its officers, agents, or

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employees under this LEASE, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform of LESSEE, its officers, agents, or employees under the LEASE.

The parties acknowledge that as between LESSOR and LESSEE, each is responsible for the negligence of its own employees and invitees. The provisions of this Section 11 shall survive the termination of this Lease.

12. INSURANCE - LESSOR shall, at its sole expense, maintain in full force and effect during the term of this LEASE the following policies of insurance:

- A. Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of not less than Two Million Dollars (\$2,000,000). This policy shall be issued on an occurrence basis; and
- B. Property Insurance – Against all risk of loss of property, at full replacement cost with no coinsurance penalty provision.
- C. Fire insurance and extended coverage. LESSOR shall add LESSEE as an additional insured thereon.

Within thirty (30) days of the execution of this LEASE, LESSOR shall provide the LESSEE with certificates of insurance with proper endorsements naming the LESSEE as the additional insured. The policy is to be written by an admitted insurer licensed to do business in California and with an A.M. Best rating of A FSC VII or better. A Certificate of Insurance confirming the insurance coverage as described in this Section shall be mailed to: County of Fresno, Internal Services Department, Attn: Lease Services , 333 W. Pontiac Way, Clovis, CA 93612.

LESSEE shall maintain during the term of this LEASE the following policies of insurance, which coverages may be provided in whole or in part through one or more programs of self-insurance:

1 A. Commercial General liability insurance with limits of not less than One Million
2 Dollars (\$1,000,000) per occurrence and an annual aggregate of not less than
3 Two Million Dollars (\$2,000,000). This policy shall be issued on an occurrence
4 basis.

5 B. All-Risk property insurance covering the personal property of LESSEE.

6 13. NON-FUNDING, TERMINATION - The term of this LEASE is contingent upon the
7 approval of funds by the appropriating governmental agency. If funds are not allocated,
8 LESSEE has the option to terminate all spaces described in Section 1 of this Lease; to
9 terminate the space identified as _____; to terminate the
10 space identified as _____; and to terminate the space
11 identified as _____ at any time by giving the LESSOR thirty
12 (30) days prior written notice. Alternatively, LESSEE has the option to terminate this LEASE as to
13 only one or more spaces. Upon such occurrence, LESSEE shall only be responsible for paying
14 rent for the remaining spaces.

15 14. SURRENDER OF POSSESSION - Upon any termination of this LEASE, LESSEE
16 will surrender Premises to LESSOR in original condition less reasonable wear and tear, less
17 the effects of any Casualty as herein defined, and less the effects of any breach of LESSOR's
18 covenant to maintain. LESSEE will not be responsible for any damage or destruction which
19 LESSEE was not obligated hereunder to repair or replace.

20 15. FIXTURES - LESSOR agrees that any equipment, fixtures or apparatus installed
21 in or on Premises by the LESSEE shall continue to be the property of LESSEE and may be
22 removed by LESSEE at any time. LESSEE shall pay for the repair of any damage caused by
23 the removal of fixtures. Any fixtures not removed within sixty (60) days after LESSEE
24 surrenders possession shall become the property of LESSOR.

25 Notwithstanding anything to the contrary in Section 15, LESSEE has no right to
26 make alterations, improvement or additions to the Premises without LESSOR's prior written
27 consent, which may be granted or withheld in LESSOR's sole and absolute discretion.

28 16. RIGHT OF ENTRY - LESSOR, or its representatives, upon twenty-four (24)

1 hours' notice, shall have the right to enter the Premises during business hours at any time
2 during the term of this LEASE to make any alteration, repair or improvement to the Premises,
3 which it deems convenient for the maintenance or preservation of the Premises provided always
4 that the normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

5 17. AMENDMENT – This LEASE may only be amended in writing by the mutual
6 consent of both parties.

7 18. NON-ASSIGNMENT – LESSEE shall not assign or transfer its rights or
8 obligations under this LEASE, or sub-lease the Premises or any portion thereof, without the
9 prior written consent of the LESSOR.

10 19. VENUE - Venue for any action arising out of or relating to this LEASE shall
11 only be in Fresno County, California. The rights and obligations of the parties and all
12 interpretation and performance of this LEASE shall be governed in all respects by the laws of
13 the State of California.

14 18. NOTICES - All notices given under this LEASE by either Party to the other Party shall
15 be in writing, and given by any one of the following methods:

- 16 A. Personal delivery to the applicable address as set for below; or
17 B. Sent by certified United States mail, first class postage prepaid, with return
18 Receipt requested, to the applicable addresses as set forth below, in which case
19 such notice shall be deemed given three (3) business days if LESSOR is the
20 recipient, or three (3) business days if LESSEE is the recipient, after such deposit
21 and postmark with the United States Postal Service; or
22 C. Sent by a reputable overnight commercial courier, in which case such notice
23 shall be deemed given one (1) business day if LESSOR is the recipient, or one (1)
24 business day if LESSEE is the recipient, after such deposit with that courier to the
25 applicable addresses as set forth below.

26 The addresses and telephone numbers of the Parties for purposes of giving or receiving
27 notices under this LEASE are as follows:
28

1 LESSEE:
2 County of Fresno
3 Director of Internal Services/Chief
4 Information Officer
5 333 W. Pontiac Way
6 Clovis, CA 93612
7 (559) 600-6200

LESSOR:
Pamela J. Prieto

8 Provided however, such notices may be given to such person or at such other place as either of
9 the Parties may from time to time designate by giving written notice to the other Party, and
10 provided further however, in any event notices of changes of address or termination of this LEASE
11 shall not be effective until actual delivery of such notice. Notices given hereunder shall not be
12 amendments or modifications to this LEASE.

13 19. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than sixty (60)
14 days prior request by LESSOR, execute, acknowledge and deliver to LESSOR a written estoppel
15 certificate, in a form satisfactory to LESSOR, certifying that this Lease is unmodified and in full force
16 and effect (or, if there have been modifications, that the same is in full force and effect as modified
17 and stating the modifications) and, if applicable, the dates to which the Rent and any other charges
18 have been paid in advance. Any such statement delivered pursuant to this Section 19 may be relied
19 upon by third persons, including a prospective purchaser or encumbrancer of the Premises.

20 LESSEE's failure to execute and deliver an estoppel certificate within sixty (60)
21 days after LESSEE's receipt of LESSOR's written request shall be conclusive upon LESSEE that this
22 Lease is in full force and effect, without modification except as may be represented by LESSOR, that
23 there are no uncured defaults in LESSOR's performance, that not more than one month's rental has
24 been paid in advance, and that all other statements required to be made in the estoppel certificate
25 are conclusively made.

26 20. MEMORANDUM OF LEASE – LESSOR hereby agrees to the terms of the
27 Memorandum of Lease, a form of which is attached as Exhibit B and incorporated by reference.
28 LESSOR agrees to execute the Memorandum of Lease in recordable form, and authorizes LESSEE
29 to record the executed Memorandum of Lease against the Premises in the Office of the County
30 Recorder upon the parties' execution of the LEASE.

31 21. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only
32 applicable if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or if

1 during the term of this LEASE, the LESSOR changes its status to operate as a corporation.

2 Members of LESSOR's Board of Directors shall disclose any self-dealing transactions
3 that they are a party to while LESSOR is providing goods or performing services under this LEASE. A
4 self-dealing transaction shall mean a transaction to which the LESSOR is a party and in which one or
5 more of its directors has a material financial interest. Members of LESSOR'S Board of Directors shall
6 disclose any self-dealing transactions that they are a party to by completing and signing a Self-
7 Dealing Transaction Disclosure Form Exhibit "A", attached hereto and by this reference incorporated
8 herein, and submitting it to the County of Fresno prior to commencing with the self-dealing
9 transaction or immediately thereafter.

10 22. AUTHORITY - Each individual executing this LEASE on behalf of LESSOR
11 represents and warrants that he or she is duly authorized to execute and deliver this LEASE.

12 23. ENTIRE LEASE - This LEASE constitutes the entire LEASE between the
13 LESSOR and LESSEE with respect to the subject matter hereof and supersedes all prior
14 leases, negotiations, proposals, commitments, writings, advertisements, publications, and
15 understandings of any nature whatsoever unless expressly referenced in this LEASE. This
16 Lease shall be binding on and inure to the benefit of the Parties' heirs, successor and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
Effective Date.

LESSOR:

**LESSEE:
COUNTY OF FRESNO**

Pamela J. Prieto
Pamela J. Prieto, Owner

Sal Quintero
Sal Quintero, Chairperson of the
Board of Supervisors of the County of
Fresno

899 S. Golden State Blvd.
Selma, CA 93662

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: *Susan Bishop*
Deputy

Fund: 0001
Subclass: 10000
Org. No. 31113203
Acct. No. 7340

1 **Exhibit A**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

3
4 In order to conduct business with the County of Fresno (hereinafter referred to as "County"),
5 members of a contractor's board of directors must disclose any self-dealing transactions that
6 they are a party to while providing goods, performing services, or both for the County. A self-
7 dealing transaction is defined below:

8 *"A self-dealing transaction means a transaction to which the corporation is a party and in
9 which one or more of its board members has a material financial interest"*

10 The definition above will be utilized for purposes of completing this disclosure form.

11 **INSTRUCTIONS**

- 12 (1) Enter board member's name, job title (if applicable), and date this disclosure is being
13 made.
- 14 (2) Enter the board member's company/agency name and address.
- 15 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to
16 the County. At a minimum, include a description of the following:
- 17 a. The name of the agency/company with which the corporation has the
18 transaction; and
 - 19 b. The nature of the material financial interest in the Corporation's transaction that
20 the board member has.
- 21 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
22 provisions of the Corporations Code.
- 23 (5) Form must be signed by the board member that is involved in the self-dealing
24 transaction described in Sections (3) and (4).
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(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

EXHIBIT B

<p>RECORDING REQUESTED BY</p> <p>AND WHEN RECORDED MAIL TO:</p> <p>County of Fresno Director of Internal Services/ Chief Information Officer 333 W. Pontiac Way Clovis, CA 93612</p>	<p>FOR RECORDER'S USE ONLY</p>
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EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTIONS 27383 AND 27388.1(a)(2)(D)(AB 110, SB 2) AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is made and entered into this 5th day of June, 2018, by and between the County of Fresno, a political subdivision of the State of California ("County"), whose address as of the date hereof is 333 W. Pontiac Way, Clovis, California, 93612, and Pamela J. Prieto ("Lessor"), whose address as of the date hereof is

A. Lessor represents that she is the sole fee owner of that certain improved real property located in Fresno County, State of California, and having a street address of

(collectively, the "Real Property");

B. Pursuant to that certain Lease Agreement of the same date as this Memorandum of Lease (the "Lease Agreement"), Lessor has leased certain Premises (as defined in the Lease Agreement) located on and constituting a portion of the Real Property to the County, and the County has leased such Premises from the Lessor;

C. Pursuant to the terms and conditions of the Lease Agreement, this Memorandum is to be recorded in the Official Records of the Fresno County Recorder with respect to the Real Property for the purpose of memorializing the

existence of the Lease Agreement, the terms and conditions of which inure to the benefit of, and bind the Lessor, the County, and their respective successors and assigns. Any third-party interested in obtaining information about the Lease Agreement may contact the parties at the above-referenced addresses.

IN WITNESS WHEREOF, this Memorandum has been executed as of the day and year first above written.

LESSOR:
PAMELA J. PRIETO

By: Pamela J. Prieto

[Notary Attestation-Attached]

LESSEE:
COUNTY OF FRESNO:

By: Sal Quintero
Sal Quintero, Chairperson of the
Board of Supervisors of the
County of Fresno

[Notary Attestation-Attached]

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno,
State of California

By: Susan Bishop

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Fresno

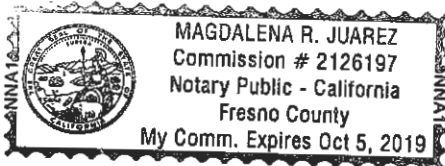
On 5/14/18 before me, Magdalena R. Juarez Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Pamela J Prieto
Name(s) of Signer(s)

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 Magdalena R Juarez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

ACKNOWLEDGMENT

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 Fresno)

On June 7, 2018 before me, Lisa K. Craft, Notary Public
(insert name and title of the officer)

personally appeared Sal Quintana,
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 Lisa K. Craft (Seal)

