

1 LEASE AGREEMENT

2 THIS LEASE AGREEMENT ("LEASE") is made and entered into this 24th day of
3 March, 2020, by and between MARKS BULLARD INVESTORS LP, 285 West
4 Shaw Avenue, Suite 107, Fresno, CA 93704, a California limited partnership ("LESSOR"), and the
5 COUNTY OF FRESNO, a political subdivision of the state of California, 333 W. Pontiac Way, Clovis,
6 CA 93612 ("LESSEE").

7 1. LEASED PREMISES – LESSOR hereby leases to LESSEE the real property at the
8 location commonly known as 3071 W. Bullard Ave., Suites 20A & B, Fresno, CA 93711, for LESSEE'S
9 exclusive use, which includes a building containing approximately 17,678 square feet of office space
10 (the "Building"), along with shared common area parking in the shopping center, as shown on Exhibit
11 "A", attached and incorporated by this reference ("Premises").

12 2. TERM – The initial term of this LEASE shall be for five (5) years, commencing on the
13 date LESSEE first takes occupancy of the Premises (the "First Date of Occupancy"). Upon the
14 expiration of the Initial Term, this LEASE shall be renewable for five (5) additional two-year periods.
15 Such renewals shall occur automatically, unless LESSEE provides LESSOR with written notice of non-
16 renewal at least one hundred eighty (180) days prior to the expiration of the then current LEASE term.
17 In no event shall this LEASE extend beyond fifteen (15) years after the First Date of Occupancy.

18 Rent Commencement Date – The First Date of Occupancy shall be fixed by written
19 acknowledgement signed by both Parties to the LEASE. LESSEE's occupancy of the Premises shall
20 commence only after substantial completion of the LESSOR Improvements provided for in Section 9 of
21 this LEASE. Substantial completion of the LESSOR Improvements shall be defined as the point that
22 LESSEE is able to occupy the Premises, and shall be mutually agreed upon by both parties.

23 LESSOR shall allow LESSEE access to the Premises prior to the First Date of Occupancy, for
24 the purpose of installing furniture and network equipment.

25 3. RENT – LESSEE's obligations to pay rents and any other amounts due under the
26 Agreement shall be subject to LESSEE's constitutional debt limitation (Article XVI, Section 19 of the
27 California Constitution).

28 LESSEE shall pay to LESSOR without offset, demand, or prior notice, fair market Rent for the



1 Premises on or before the first of each month, according to the following schedule:

Rent Term	Rent Per Month	Annual Rent
Year 1	\$18,031.56	\$216,378.72
Year 2	\$18,385.12	\$220,621.44
Year 3	\$18,738.68	\$224,864.16
Year 4	\$19,092.24	\$229,106.88
Year 5	\$19,445.80	\$233,349.60
Year 6	\$19,799.36	\$237,592.32
Year 7	\$19,799.36	\$237,592.32
Year 8	\$20,152.92	\$241,835.04
Year 9	\$20,152.92	\$241,835.04
Year 10	\$20,506.48	\$246,077.76
Year 11	\$20,506.48	\$246,077.76
Year 12	\$20,860.04	\$250,320.48
Year 13	\$20,860.04	\$250,320.48
Year 14	\$21,213.60	\$254,563.20
Year 15	\$21,213.60	\$254,563.20

4. ADDITIONAL RENT – This section intentionally left blank.

5. UTILITIES – LESSOR shall pay for water, garbage, and sewer services, including electricity costs associated with the parking lot, parking lot lighting, and other common areas. LESSEE shall pay for its metered costs of natural gas and electricity associated with its use of Premises. LESSEE shall procure and pay for all telecommunication services that LESSEE requires in its use of the Premises.

6. MAINTENANCE – LESSOR shall be responsible for maintenance of the roof, structural condition of the Building, exterior maintenance of the Building, exterior painting as needed, and Building mechanical, fire, electrical, and plumbing systems. LESSOR covenants and guarantees that the Premises shall be maintained in substantially the same condition as that existing at the commencement of this LEASE.

LESSEE shall provide for its own janitorial services and supplies, and perform routine interior maintenance of the Premises, such as changing a light bulb, clearing a clogged toilet, and repairs as necessary due to the use of LESSEE and LESSEE's invitees, including doors, carpets, and windows.

7. SECURITY – This section intentionally left blank.

1 8. USE – LESSEE shall use the Premises as library space, or for any other County
2 department. LESSEE agrees to comply with all applicable laws, ordinances, and regulations in
3 connection with such use.

4 LESSOR covenants that the Premises are suitable for the intended use. LESSOR covenants
5 that the Premises are in compliance with all applicable laws, ordinances, and regulations including, but
6 not limited to, safety regulations, health and building codes, and that the Premises shall remain in such
7 compliance throughout the term of this LEASE.

8 9. IMPROVEMENTS TO THE PREMISES – LESSOR shall make improvements to the
9 Premises at LESSOR’s sole cost and expense, as set forth in Exhibit “B”. These improvements shall be
10 made in compliance with Section 11, herein.

11 10. RIGHT OF FIRST REFUSAL – This section intentionally left blank.

12 11. COMPLIANCE WITH ALL LAWS – As to the Premises, LESSOR acknowledges public
13 funds are used for payments made by LESSEE under this LEASE. Accordingly, if any work is
14 undertaken at the Premises by or on behalf of LESSOR, it may be deemed a “public works” project,
15 and LESSOR shall comply with, and shall ensure compliance by all contractors and subcontractors
16 with, all applicable laws and regulations, including the payment of prevailing wages pursuant to Section
17 1770 et. seq. of the Labor Code, and as described herein.

18 In accordance with Labor Code section 1770, et seq., the Director of the Department of Industrial
19 Relations of the State of California has determined the general prevailing wages rates and employer
20 payments for health and welfare pension, vacation, travel time and subsistence pay as provided for in
21 Section 1773.1, apprenticeship or other training programs authorized by Section 3093, and similar
22 purposes applicable to the work to be done.

23 Information pertaining to applicable Prevailing Wage Rates may be found on the website for the
24 State of California – Department of Industrial Relations: <http://www.dir.ca.gov/oprl/PWD/index.htm>.
25 Information pertaining to applicable prevailing wage rates for apprentices may be found on the website for
26 the State of California – Department of Industrial Relations:
27 <http://www.dir.ca.gov/oprl/pwappwage/PWAppWageStart.asp>.

28 It shall be mandatory upon LESSOR, LESSOR’S contractor, and upon any subcontractor to pay



1 not less than the prevailing wage rates, including overtime and holiday rates, to all workers, laborers, or
2 mechanics employed for work completed to the Premises under this LEASE, including those workers
3 employed as apprentices. Further, CONTRACTOR and each subcontractor shall comply with Labor Code
4 sections 1777.5 and 1777.6 concerning the employment of apprentices. A copy of the above-mentioned
5 prevailing wage rates shall be posted by LESSOR at the job site for any work completed to the Premises
6 under this LEASE, where it will be available to any interested party.

7 LESSOR shall comply with Labor Code section 1775, and shall forfeit as a penalty to the County of
8 Fresno Two Hundred Dollars (\$200.00) for each calendar day or portions thereof, for each worker paid
9 less than the prevailing wage rates for the work or craft in which the worker is employed for any work done
10 under this LEASE by LESSOR, LESSOR'S contractor, or by any subcontractor under LESSOR in violation
11 of Labor Code section 1770, et seq. In addition to the penalty, the difference between the prevailing wage
12 rates and amount paid to each worker for each calendar day or portion thereof for which each worker was
13 paid less than the prevailing wage rate shall be paid to each worker by LESSOR, LESSOR'S contractor, or
14 subcontractor.

15 LESSOR, LESSOR'S contractor, and subcontractor shall keep an accurate record showing the
16 name, address, social security number, work classification, straight time and overtime hours worked each
17 day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other
18 employee employed by him or her in connection with any work completed to the Premises under this
19 LEASE. In accordance with Labor Code section 1776, each payroll record shall be certified and verified by
20 a written declaration under penalty of perjury stating that the information within the payroll record is true
21 and correct and that LESSOR, LESSOR'S contractor, or subcontractor have complied with the
22 requirements of Labor Code sections 1771, 1811 and 1815 for any work performed by their employees on
23 the Premises under this LEASE. These records shall be open at all reasonable hours to inspection by
24 LESSEE, its officers and agents, and to the representatives of the State of California – Department of
25 Industrial Relations, including but not limited to the Division of Labor Standards Enforcement.

26 12. INDEPENDENT CONTRACTOR – The relationship between LESSOR and LESSEE shall
27 always and only be that of a landlord-tenant with respect to the Premises. It is mutually understood and
28 agreed that LESSOR and LESSEE, including any and all of their respective officers, agents, and



1 employees will at all times be acting and performing in an independent capacity and not as an officer,
2 agent, servant, employee, joint venturer, partner, or associate of the other party. Furthermore, neither party
3 shall have the right to control or supervise or direct the manner or method by which the other party shall
4 perform its work and function. However, LESSEE and LESSOR shall retain the right to administer this
5 LEASE so as to verify that the other party is performing its obligations in accordance with the terms and
6 conditions thereof.

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

9 Because of the landlord-tenant relationship between LESSOR and LESSEE, neither LESSOR nor
10 LESSEE shall have any right to employment rights and benefits available to the other party's employees.
11 Each party shall be solely liable and responsible for providing to, or on behalf of, its employees all
12 legally-required employee benefits. In addition, each party shall be solely responsible and save the other
13 party harmless from all matters relating to payment of such party's employees, including compliance with
14 Social Security withholding and all other regulations governing such matters. It is acknowledged that
15 during the term of this LEASE, LESSOR may be providing services to others unrelated to the LESSEE or
16 to this LEASE.

17 13. BREACH OF OBLIGATION TO MAINTAIN – In the event LESSOR breaches its
18 obligation to maintain the Premises as herein provided, LESSEE shall give written notice to LESSOR
19 within fifteen (15) days of the discovery of such breach. LESSOR shall then have thirty (30) days from
20 the date of notice to cure its breach, provided, however, that if the item of maintenance is of such a
21 nature that it requires more than thirty (30) days to complete, then LESSOR shall have such additional
22 time as is necessary to complete such maintenance as long as LESSOR commences work on such
23 maintenance within said thirty (30) day period, and diligently prosecutes such maintenance to
24 completion. Subject to the foregoing, if the period for cure expires and if, in LESSEE'S sole
25 determination, LESSOR has failed to cure, then LESSEE may, at its election:

- 26 A. Terminate this LEASE upon thirty (30) days written notice to LESSOR. In such case,
27 LESSEE shall have the right to demand LESSOR refund any monies which were
28 paid to LESSOR pursuant to the LEASE, but which were not earned by LESSOR by



1 consequence of its breach. Upon receipt of such demand, LESSOR shall promptly
2 refund all such monies; or

- 3 B. Cure LESSOR'S breach and deduct the cost of such cure, together with reasonable
4 administrative costs, from LESSEE'S future rent obligation. LESSEE'S decision to
5 cure LESSOR'S breach shall not constitute a waiver of any rights or remedies that
6 LESSEE may have arising from this LEASE or by operation of law.

7 LESSEE shall be in default of this LEASE without further notice if (a) it does not pay the Rent or any
8 other amounts payable by LESSEE hereunder within five (5) business days after the date it is due; (b)
9 LESSEE breaches or violates any other provision of this LEASE, provided that if such breach is
10 capable of cure, LESSEE shall have thirty (30) days after LESSOR provides LESSEE with written
11 notice of the breach or violation to cure the same, or if cure shall reasonably take longer than thirty (30)
12 days such reasonable period of time to effect cure provided LESSEE diligently commences and
13 pursues completion of the cure (LESSOR shall not be required to give such notice or opportunity to
14 cure if LESSEE's failure to perform constitutes a non-curable breach of this LEASE); or (c) LESSEE
15 vacates or abandons the Premises. Any notice required by this Section 13 is intended to satisfy any
16 and all notice requirements imposed by law on LESSOR and is not in addition to any such requirement.

17 14. DESTRUCTION OR DAMAGE FROM CASUALTY – If thirty (30) percent or more of the
18 Premises is damaged such that they cannot be used for LESSEE's intended purpose or destroyed as a
19 result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or
20 unusual nature ("Casualty"), then LESSOR shall either promptly and diligently repair the damage at its
21 own cost, or terminate the LEASE as hereinafter provided.

- 22 A. LESSOR'S Election to Repair: If LESSOR elects to repair the Casualty damage to
23 the Premises, then it shall within thirty (30) days after the date of Casualty provide
24 written notice ("Notice of Repair") to LESSEE indicating the anticipated time required
25 to repair. LESSOR shall bear the cost of all repairs to the Premises, including the
26 cost to repair any alterations or fixtures installed or attached thereto by LESSEE.
27 Such repairs shall restore the Premises to substantially the same condition as that
28 existing at the time of Casualty; such repairs shall also be made in compliance with

1 all applicable state and local building codes. LESSOR shall not be liable to LESSEE
2 for compensation for any loss of business, or any inconvenience or annoyance
3 arising from repair of the Premises as a result of the Casualty except for rent
4 reduction as hereinafter provided. LESSEE shall be responsible at its sole cost and
5 expense for the replacement of its personal property.

6 B. LESSOR'S Election to Terminate Due to Casualty: LESSOR may only elect to
7 terminate this LEASE due to Casualty if the Premises have been destroyed or
8 substantially destroyed by said Casualty, and the estimated time to repair the
9 Premises exceeds ninety (90) days from the date of the Casualty. LESSOR shall
10 provide LESSEE with written notice of its election to terminate within thirty (30) days
11 after the date of Casualty, specifying a termination date not less than thirty (30) days
12 from the date of said notice.

13 C. Rent Reduction Due to Casualty: In the event of Casualty, LESSEE'S obligation to
14 pay Rent shall be reduced beginning on the date of the Casualty. Such reduction
15 shall be proportional to the damage caused to the Premises by the Casualty, as
16 determined by LESSEE and approved by LESSOR, which approval will not be
17 unreasonably withheld. If LESSOR elects to repair the Premises pursuant to the
18 terms of this LEASE, then the Rent reduction shall continue until the date of
19 substantial completion of repair.

20 D. LESSEE'S Election to Terminate Due to Casualty: If LESSEE does not receive a
21 Notice of Repair from LESSOR within thirty (30) days after a Casualty, and if the
22 anticipated period of repair contained in the Notice of Repair exceeds ninety (90)
23 days, then LESSEE may elect to terminate this LEASE. LESSEE shall provide
24 LESSOR written notice of its election to terminate this LEASE, specifying a
25 termination date not less than thirty (30) days from the date of said notice. In such
26 case, LESSEE shall have the right to demand that LESSOR refund any monies
27 which were paid to LESSOR pursuant to the LEASE, but which were not earned by
28

1 LESSOR by consequence of the Casualty. Upon receipt of such demand, LESSOR
2 shall promptly refund all such monies.

3 15. TERMINATION

4 (a) If, pursuant to the terms provided herein, either LESSOR or LESSEE has an election
5 to terminate this LEASE and so elects, then written notice shall be made to the non-terminating party,
6 specifying a date of termination not less than thirty (30) days from the date of said notice.

7 (b) NON-FUNDING TERMINATION – This LEASE is contingent on the allocation of
8 funds by a governmental agency. Should funds not be allocated, this LEASE may be terminated by the
9 Board of Supervisors of the COUNTY OF FRESNO without penalty by giving at least thirty (30) days'
10 prior written notice to LESSOR.

11 In the case of the LESSEE, the County Administrative Officer, Sheriff, or the Director of Internal
12 Services/Chief Information Officer, or one of their respective designee(s), shall have the power to
13 provide any notice of termination.

14 16. REMEDIES; NO ACCELERATION OF FUTURE RENT OR OTHER
15 PAYMENTS/AMOUNTS

16 In the event of a default or breach of this LEASE by LESSEE, LESSOR may at any time
17 thereafter, with or without notice or demand and without limiting LESSOR in the exercise of any right or
18 remedy which LESSOR may have by reason of such default or breach exercise any of the following
19 remedies:

20 (a) *Terminate Possession.* LESSOR may terminate LESSEE's right to possession of the
21 Premises by any lawful means, in which event this LEASE shall terminate, and LESSEE shall
22 immediately surrender the Premises to LESSOR.

23 (b) *Perform LESSEE's Obligations.* LESSOR may cure any such breach (including without
24 limitation causing any required maintenance or repairs to be made or releasing any lien) and be
25 reimbursed by LESSEE for the costs and expenses related thereto within thirty (30) business days of
26 written demand from LESSOR. Any such amount shall be deemed additional Rent hereunder.
27 LESSOR's performance of any obligation shall not constitute a waiver of LESSEE's default or of any of
28 LESSOR's other remedies with respect thereto.

1 (c) *Other Remedies.* LESSOR may exercise any other remedies available at law or in
2 equity.

3 (d) *Cumulative Remedies.* LESSOR's remedies set forth in this paragraph shall be in
4 addition to and not in lieu of all other rights at law or in equity LESSOR may possess.

5 Notwithstanding anything to the contrary contained in this LEASE, or any right or remedy of
6 which LESSOR may otherwise avail itself pursuant to applicable law, any right of LESSOR to recover
7 any Rent as provided in this LEASE shall be without acceleration of any future Rent before it is due and
8 payable hereunder. LESSOR hereby expressly waives its right to accelerate Rent in the event of a
9 termination of this LEASE, pursuant to California Civil Code section 1951.2.

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

22 The parties acknowledge that as between LESSOR and LESSEE, each is responsible for the
23 negligence of its own employees and invitees.

24 The provisions of this Section 17 shall survive termination of this LEASE.

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

- 27 A. Commercial General Liability insurance with limits of not less than Two Million Dollars
28 (\$2,000,000) per occurrence and an annual aggregate limit of not less than Four Million

1 Dollars (\$4,000,000). This policy shall be issued on an occurrence basis annually
2 renewing, following form, and be primary to all other collectible insurance; and

3 B. Fire insurance and extended coverage. LESSOR shall add LESSEE as an additional
4 loss payee.

5 C. Automobile Liability - Comprehensive Automobile Liability Insurance with limits for
6 bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per
7 person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property
8 damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a
9 combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage shall
10 include owned and non-owned vehicles used in connection with this LEASE.

11 D. Worker's Compensation - A policy of Worker's Compensation insurance as may be
12 required by the California Labor Code.

13 Within thirty (30) days of the execution of this LEASE, LESSOR shall provide LESSEE with
14 certificates of insurance with proper endorsements naming LESSEE as the additional insured. The policy
15 is to be written by an admitted insurer licensed to do business in California and with an A.M. Best rating of
16 A FSC VII or better. Excess or Umbrella coverage may be insured by non-admitted insurers but still be
17 A.M. Best FSC VII or better.

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

20 A. Commercial General liability insurance with limits of not less than Two Million Dollars
21 (\$2,000,000) per occurrence and an annual aggregate of not less than Four Million
22 Dollars (\$4,000,000). This policy shall be issued on an occurrence basis.

23 B. All-Risk property insurance covering the personal property of LESSEE in the amount of
24 the full replacement cost thereof.

25 C. Workers' Compensation in amounts required by the California labor code.

26 D. Vehicle Liability, including airside liability, owned and non-owned or hired and
27 unlicensed vehicles – minimum of \$1,000,000 per occurrence combined single limit
28 (\$5,000,000 for trucks larger than one ton) for vehicles owned, operated, rented to,



1 borrowed or leased by LESSEE and driven on the Premises. This policy may be
2 obtained as part of the General Liability policy. Proof of such policy will be required
3 before issuing any vehicle gate cards.

4 Upon execution of this LEASE, LESSEE shall provide LESSOR with certificates of insurance with
5 proper endorsements naming LESSOR as the additional insured with respect to each policy, other than
6 the workers' compensation insurance policy, and provide a waiver of subrogation against the LESSOR in
7 connection with any claim or damage covered by such policies. Each policy is to be written by an admitted
8 insurer licensed to do business in California and with an A.M. Best rating of A FSC VII or better. Excess or
9 Umbrella coverage may be insured by non-admitted insurers but still be A.M. Best FSC VII or better.

10 19. SURRENDER OF POSSESSION – Upon the expiration or termination of this LEASE,
11 LESSEE will surrender Premises to LESSOR in such condition as existing at the commencement of
12 this LEASE, less reasonable wear and tear, less the effects of any Casualty as herein defined, and less
13 the effects of any breach of LESSOR'S covenant to maintain. LESSEE will not be responsible for any
14 damage which LESSEE was not obligated hereunder to repair.

15 20. FIXTURES – LESSOR agrees that any equipment, fixtures or apparatus installed in or
16 on the Premises by LESSEE shall continue to be the property of LESSEE, and may be removed by
17 LESSEE at any time. LESSEE shall pay for the repair of any damage caused by the removal of fixtures.
18 Any fixtures not removed when LESSEE surrenders possession shall become the property of LESSOR.
19 Notwithstanding anything to the contrary in this Section 20, LESSEE has no right to make any
20 alterations, improvements or additions to the Premises without LESSOR'S prior written consent, which
21 shall not be unreasonably withheld.

22 21. HOLDING OVER – If LESSEE fails to surrender the Premises at the expiration of the
23 term of this LEASE, with or without consent of LESSOR, said holdover shall result in the creation of a
24 tenancy from month to month at 110% of the monthly Rent in effect for the last month prior to
25 termination hereof, payable on the first day of each month during said month-to-month tenancy.
26 Nothing herein shall be construed to grant LESSEE a right to hold over at the expiration of the Term
27 without the express written consent of LESSOR. All other terms and conditions of this LEASE shall
28 remain in full force and effect and be fully applicable to any month-to-month tenancy hereunder.



1 LESSEE shall also pay all damages sustained by LESSOR by reason of such retention.

2 22. RIGHT OF ENTRY – LESSOR, or its representative(s), upon twenty-four (24) hours'
3 notice (excepting emergencies), shall have the right to enter the Premises at any time during business
4 hours, or at such other time as LESSEE deems appropriate, to verify LESSEE's compliance with the
5 terms of this LEASE, and to make any alterations, repairs or improvements to the Premises. The
6 normal business of LESSEE or its invitees shall not be unnecessarily inconvenienced.

7 23. AMENDMENT – This LEASE may be amended in writing by the mutual consent of the
8 parties without in any way affecting the remainder.

9 24. NON-ASSIGNMENT – LESSEE shall not assign or transfer its rights or obligations under
10 this LEASE, or sublease the Premises or any portion thereof, without the prior written consent of the
11 LESSOR, which consent may be granted or withheld in LESSOR'S sole and absolute discretion.

12 25. GOVERNING LAW – Venue for any action arising out of or relating to this LEASE shall be
13 in Fresno County, California. This LEASE shall be governed by the laws of the State of California.

14 26. NOTICES – The persons and their addresses having authority to give and receive notices
15 under this LEASE include the following:

16 **LESSEE:**

17 County of Fresno
18 Director of Internal Services/
19 Chief Information Officer
333 W. Pontiac Way
Clovis, CA 93612

16 **LESSOR:**

17 Marks Bullard Investors, LP
18 A. James Burden, General Partner
285 West Shaw Avenue, Suite 107
19 Fresno, CA 93704

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21 All notices between LESSEE and LESSOR provided for or permitted under this LEASE must be
22 in writing and delivered either by personal service, by first-class United States mail, by an overnight
23 commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal
24 service is effective upon service to the recipient. A notice delivered by first-class United States mail is
25 effective three LESSEE business days after deposit in the United States mail, postage prepaid,
26 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective
27 one LESSEE business day after deposit with the overnight commercial courier service, delivery fees
28 prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice



1 delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if
2 such transmission is completed outside of LESSEE business hours, then such delivery shall be
3 deemed to be effective at the next beginning of a LESSEE business day), provided that the sender
4 maintains a machine record of the completed transmission. For all claims arising out of or related to this
5 LEASE, nothing in this section establishes, waives, or modifies any claims presentation requirements or
6 procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of
7 Title 1 of the Government Code, beginning with section 810).

8 27. AUDITS AND INSPECTIONS – At the request of LESSEE, LESSOR shall at any time
9 during business hours, and as often as LESSEE may deem necessary, make available to LESSEE for
10 examination and audit all of its records and data with respect to those matters covered by this LEASE.
11 LESSOR shall, upon request by LESSEE, permit LESSEE to audit and inspect all of such records and
12 data necessary to ensure LESSOR'S compliance with the terms of this LEASE.

13 If this LEASE exceeds ten thousand dollars (\$10,000.00), LESSOR shall be subject to the
14 examination and audit of the California State Auditor for a period of three (3) years after final payment
15 under contract. (Government Code Section 8546.7)

16 28. ESTOPPEL CERTIFICATE – LESSEE shall, at any time upon not less than sixty (60)
17 days' prior written request by LESSOR, execute, acknowledge and deliver to LESSOR a written
18 estoppel certificate, in a form satisfactory to LESSEE, certifying that this Lease is unmodified and in full
19 force and effect (or, if there have been modifications, that the same is in full force and effect as
20 modified and stating the modifications) and, if applicable, the dates to which the Rent and any other
21 charges have been paid in advance. Any such statement delivered pursuant to this Section 28 may be
22 relied upon by third persons, including a prospective purchaser or encumbrancer of the Premises.

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

1 29. SUBORDINATION AND ATTORNMENT. At LESSOR'S option, this Lease shall be
2 subordinated to any mortgage or deed of trust which is now or shall hereafter be placed upon the
3 Premises, and LESSEE agrees to execute and deliver any instrument which may be necessary to
4 further effect the subordination of the Lease to any such mortgage or deed of trust; provided, however,
5 that such instrument of subordination shall provide, or the mortgagee or beneficiary of such mortgage
6 or deed of trust otherwise shall agree in writing in recordable form delivered to LESSEE, that the
7 mortgagee or beneficiary, including their successors and assigns, recognize LESSEE's leasehold
8 interest under this Lease and that so long as LESSEE is not in default under this Lease, foreclosure of
9 any such mortgage or deed of trust or sale pursuant to exercise of any power of sale thereunder, or
10 deed given in lieu thereof, shall not affect this Lease but such foreclosure or sale, or deed given in lieu
11 thereof, shall be made subject to this Lease which shall continue in full force and effect, binding on
12 LESSEE, as lessee, and the transferee, as lessor. LESSEE shall attorn to the transferee as if said
13 transferee was LESSOR under this Lease.

14 30. DISCLOSURE OF SELF DEALING TRANSACTIONS – This provision is only applicable
15 if the LESSOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term
16 of this LEASE, the LESSOR changes its status to operate as a corporation.

17 Members of LESSOR'S Board of Directors shall disclose any self-dealing transactions that they
18 are a party to while LESSOR is providing goods or performing services under this LEASE. A self-
19 dealing transaction shall mean a transaction to which the LESSOR is a party and in which one or more
20 of its directors has a material financial interest. Members of the Board of Directors shall disclose any
21 self-dealing transactions that they are a party to by completing and signing a *Self-Dealing Transaction*
22 *Disclosure Form* Exhibit "C", attached and incorporated by this reference, and submitting it to the
23 County of Fresno prior to commencing with the self-dealing transaction or immediately thereafter.

24 31. AUTHORITY – The individual(s) executing this LEASE on behalf of LESSOR and
25 LESSEE each represent and warrant to the other party that they are fully authorized and legally
26 capable of executing this LEASE on behalf of LESSOR or LESSEE, as applicable, and that such
27 execution is binding upon each such party.

28 32. GROUND LEASE – This section intentionally left blank.

1 33. MEMORANDUM OF LEASE – This section intentionally left blank.

2 34. COUNTERPARTS – This Lease may be executed in one or more counterparts (which may
3 be facsimile or .pdf e-mail counterparts followed by originals), each of which will be deemed an original
4 and all, taken together, will constitute one and the same instrument.

5 35. ENTIRE LEASE – This LEASE, and the exhibits attached hereto and incorporated herein
6 by reference, constitutes the entire LEASE between the LESSOR and LESSEE with respect to the
7 subject matter hereof, and supersedes all prior leases, negotiations, proposals, commitments, writings,
8 advertisements, publications, and understandings of any nature whatsoever unless expressly referenced
9 in this LEASE.

10 This LEASE shall be binding on and inure to the benefit of LESSEE's and LESSOR'S heirs,
11 successors and permitted assigns.



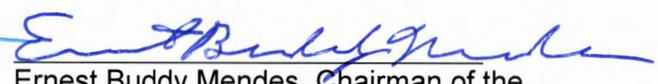
1 IN WITNESS WHEREOF, the parties hereto have executed this LEASE as of the day and
2 year first hereinabove written.

3
4 **LESSOR:**
5 **MARKS BULLARD INVESTORS, L.P.**

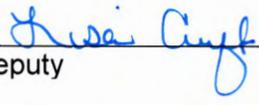
6 By: 
7 A. James Burden, General Partner

8 285 West Shaw Avenue, Suite 107
9 Fresno, CA 93704

10 **LESSEE:**
11 **COUNTY OF FRESNO**

12 By: 
13 Ernest Buddy Mendes, Chairman of the
14 Board of Supervisors of the County of Fresno

15 **ATTEST:**
16 Bernice E. Seidel
17 Clerk of the Board of Supervisors
18 County of Fresno, State of California

19 By: 
20 Deputy

21 **FOR ACCOUNTING USE ONLY:**

22 **ORG:** 75112010
23 **Account:** 7340 *17887*
24 **Fund:** 0107 Library
25 **Subclass:** 10000
26 **Program** 0

Exhibit "A"

Premises

3071 W. Bullard, Suite 20A & B, Fresno, CA 93711



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Exhibit "B"

LESSOR Improvements

- -Install multi stall restroom in new space next to existing single stall restroom
- -install a lactation room adjacent to new multi stall restroom
- -replace all flooring throughout the library (both old and new) with "luxury vinyl"
- -Install ADA-compliant door opener/closer on double front doors
- -Build new "Quiet Room" in new addition
- -Upgrade overhead lighting to LED energy efficient light fixtures
- -Remove wall between meeting room and current "Quiet Room" to make a larger meeting room
- -Remove stairs to second floor in break area.

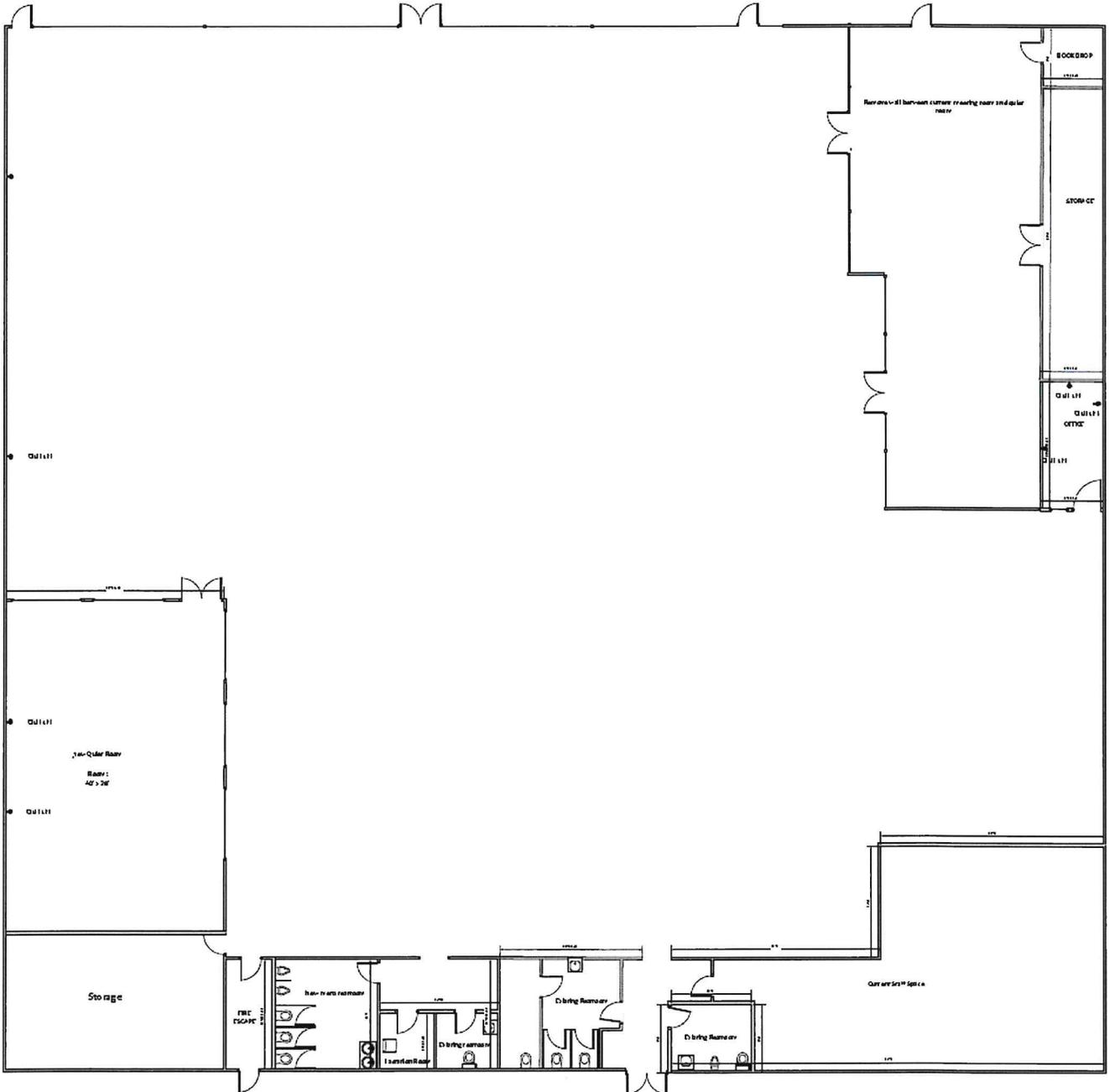
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Exhibit "B"

LESSOR Improvements (continued)

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1 **Exhibit "C"**

2 **SELF-DEALING TRANSACTION DISCLOSURE FORM**

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

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

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

10 **INSTRUCTIONS**

- 11 (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- 12 (2) Enter the board member's company/agency name and address.
- 13 (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the
14 County. At a minimum, include a description of the following:
- 15 a. The name of the agency/company with which the corporation has the transaction; and
 - 16 b. The nature of the material financial interest in the Corporation's transaction that the
17 board member has.
- 18 (4) Describe in detail why the self-dealing transaction is appropriate based on applicable
19 provisions of the Corporations Code.
- 20 (5) Form must be signed by the board member that is involved in the self-dealing transaction
21 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:	

