

LEASE AGREEMENT FOR PROPERTY LOCATED AT 3330 W. Mineral King Avenue, Ste. A

This Lease Agreement ("Lease") is entered into on _____, 2019, between HYDE CHILDREN FAMILY PARTNERSHIP II, a California limited partnership; DAVID G. HYDE, as Trustee for the David G. Hyde Trust (Dated November 6, 2009); and SHELLEY HYDE, an individual; collectively referred to as "LESSOR"; and the COUNTY OF TULARE, referred to as "LESSEE", who agree as follows:

1. **LEASE.** LESSOR leases to LESSEE, and LESSEE leases from LESSOR, the real property located at 3330 West Mineral King Avenue, Suite A, County of Tulare, State of California, consisting of approximately 3,598 square feet of office space (the "Premises"), together with the non-exclusive use of not less than 4 unreserved parking stalls per 1,000 sq. ft. of building leased. Parking to be located in the common area parking lot. A floor plan is attached hereto as Exhibit A and incorporated by this reference.

2. **TERM/OPTION TO RENEW.** The term shall commence on the first day of the first full month following approval of the Lease by the County Board of Supervisors (the "Effective Date"). The Lease shall expire seven (7) years after the Effective Date. LESSEE will have the option and right to renew this Lease for an additional term of three (3) years upon the same terms and conditions by providing ninety (90) days written notice to exercise the option to renew prior to the end of the term. This Lease replaces the current lease agreement between LESSOR and LESSEE for the Premises (Tulare County Agreement No. 19649), which is a month-to-month lease agreement.

3. **RENT.** Commencing upon completion of the work described in Exhibit D and upon review and acceptance by LESSEE of the work completed, the day and month of which shall be known as the "anniversary date," LESSEE shall pay to LESSOR monthly rent, without deduction, set off, prior notice, or demand of FIVE THOUSAND FIVE HUNDRED AND TWO

TULARE COUNTY AGREEMENT NO. _____

DOLLARS AND TWENTY-NINE CENTS (\$5,502.29) payable in advance on the first day of each month and continuing during the term. Rent shall be prorated for any partial month at the rate of 1/30th of the monthly rent per day. The rent shall be adjusted annually on every subsequent anniversary date following the first full year of the term by a flat two percent (2%), including any holdover periods.

4. **COMPLETION OF WORK:** LESSOR will cause the Work delineated in Exhibit D to be satisfactorily completed within sixty (60) calendar days after approval of this Lease Agreement by the Board of Supervisors, plus such extension of time, if any, agreed to by the Parties.

5. **ACCEPTANCE.** On the Effective Date, the Premises shall be in good condition. LESSEE is currently in possession of the Premises, and LESSEE's continued possession of the Premises on the Effective Date shall constitute LESSEE's acknowledgment that, to the best of its knowledge, the Premises are in good condition.

6. **USE.** LESSEE shall use the Premises as office space for the County of Tulare. LESSEE shall not use the Premises in any manner that will constitute waste or nuisance.

7. **MAINTENANCE.**

a. LESSOR will provide, at LESSOR's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the Premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

i. The structural parts of the building and other improvements in which the Premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;

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ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the Premises;

iii. Window frames, gutters, and down spouts on the building and other improvements in which the Premises are located;

iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the Premises;

1. The HVAC shall be inspected at least once every twelve (12) months, and problems found during these inspections shall be corrected within thirty (30) days from discovery.

2. Inspections and maintenance of the HVAC system shall be documented in writing. The Lessor shall record the name of the individual(s) inspecting and/or maintaining the system, the date of any inspections and maintenance, and the specific finding and action taken. The Lessor shall ensure that the records are kept for at least five (5) years.

v. Light fixtures and replacement bulbs;

vi. Pest control;

vii. Custodial services of common areas

b. LESSOR will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the Premises and parking areas during the term of the Lease, at no cost to LESSEE, including all ADA standards for accessible design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage. If LESSOR is required by code or regulation to construct any alteration as a result of County's particular and specific use of the Premises or subsequent County alteration of the Premises, common area, or parking areas, or if LESSOR is required to repair any deterioration or damage to the Premises, common areas, or parking areas caused by LESSEE's clients or invitees, or by

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LESSEE's lack of ordinary care, LESSEE will either pay or reimburse LESSOR for the reasonable cost thereof.

c. In case of emergency the LESSOR will take immediate steps to protect persons and property. If the LESSOR does not take the necessary steps, LESSEE will have the right to repair or contract to repair and to be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from subsequent monthly rent payments.

d. Except for cases of emergency, LESSOR will make all repairs as soon as is possible. In the event LESSOR has not made a repair referred to in a written notice from LESSEE to LESSOR within thirty (30) days after date of notice, LESSEE will have the right to repair or contract to repair and be reimbursed by LESSOR. If the full amount of the reimbursement is not delivered by LESSOR to LESSEE within ten (10) days after LESSEE's delivery to LESSOR of a written statement or bill evidencing the cost of the repair, LESSEE will have the right to deduct the cost of repair from subsequent monthly rent payments.

8. **ALTERATIONS.** LESSOR shall complete the alterations as described in Exhibit D by the timeframes specified therein. Exhibits D are specifically incorporated by reference. LESSOR is aware that time is of the essence in completing the work, and will complete the work within the agreed upon time frame.

Except as stated above, LESSEE shall not make any structural or exterior alterations to the Premises without LESSOR's consent, which consent shall not be unreasonably withheld; however, LESSEE shall have the right without cost to the LESSOR to make, with LESSOR's consent, nonstructural alterations to the interior of the Premises that LESSEE requires in order to conduct its operations on the Premises.

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Upon termination of the tenancy, if LESSEE is not then in default of any of the provisions of this Lease, LESSEE shall have the right to remove from the Premises immediately before the termination of the tenancy, any alterations LESSEE has made to the Premises, as long as the removal will not cause any structural damage to the Premises, and LESSEE at its cost promptly restores any damage caused by the removal.

9. PREVAILING WAGE AND OTHER LABOR LAWS. LESSOR acknowledges that the work outlined in Exhibit D, and potentially any subsequent alterations LESSOR makes to the Premises under the terms of this Lease Agreement, may be subject to such prevailing wage, apprenticeship, and anti-discrimination provisions of the Labor Code as are applicable to public works projects contracted for by LESSEE, including Labor Code section 1771. LESSOR will require all contractors and subcontractors who complete such work to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by LESSEE and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, LESSOR's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records with respect to the funds expended on such work, and will require that the contractor(s) and subcontractor(s) provide access to the Tulare County Auditor and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. LESSOR will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified, and be readily accessible within the County of Tulare, upon request.

10. ASSURANCES OF NON-DISCRIMINATION. LESSOR will not discriminate in employment or the performance of the work or in the provision of services called for under this

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Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

11. **MECHANICS LIENS.** LESSEE shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted under this Agreement. LESSEE shall keep the building, other improvements, and land on which the Premises are located free and clear of all mechanics liens resulting from construction done by or for LESSEE.

12. **DISCLOSURES.** Prior to delivering possession of the Premises, and throughout the tenancy, LESSOR shall make any and all legally required disclosures to LESSEE, including, but not limited to, disclosures of hazardous substances or materials and disclosures required by Civil Code section 1938.

13. **UTILITIES.** Except as otherwise provided herein, LESSEE shall make all arrangements for, and pay for, all utilities and services furnished or to be used by LESSEE, including, without limitation, gas, electricity, and for all connection charges therefor. LESSOR shall, at LESSOR's sole expense, provide water, trash collection, and all fire extinguishers and related signs. LESSEE shall furnish, at its own expense, all janitorial services. LESSEE shall arrange for the installation of any and all telephones it shall require, and pay for any and all charges relating thereto. LESSEE shall be responsible for all costs associated with any future telephone or IT networking needs. LESSOR approval to be obtained prior to any additional IT network/cable work being completed by LESSEE.

14. **INDEMNITY.** To the fullest extent permitted by law, LESSEE will hold harmless, defend and indemnify LESSOR from and against any liability, claims, actions, costs, damages or losses and expenses for injury, including without limitation, death of any person or damage to any property, resulting from the negligent or intentionally wrongful acts or omissions of LESSEE or LESSEE's officers, agents, employees, or contractors with respect to the Premises. LESSEE's obligation will continue beyond the expiration or termination of this Agreement as to

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any act or omission which occurred during the term of this Lease, or any renewal or holdover period.

To the fullest extent permitted by law, LESSOR will hold harmless, defend and indemnify LESSEE and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LESSOR, or under other applicable statute or ordinance; or resulting from LESSOR's or LESSOR's agents', employees,' or contractors' negligent or intentionally wrongful acts or omissions with respect to the Premises. LESSOR's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this Lease, or any renewal or holdover period.

15. INSURANCE. LESSOR acknowledges and agrees that LESSEE is a self-insured entity, and waives any requirement that LESSEE procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to execution of this Lease by LESSEE, LESSOR shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to LESSEE as an additional insured from the LESSOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Lease or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of insurance renewal, for the duration of LESSEE's tenancy, including any Lease renewal or holdover period, may be considered a material breach of this Agreement.

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16. **DESTRUCTION.** In the event the Premises, or the building(s) in which the Premises are located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for LESSEE's use, in whole or in part, LESSEE shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the Lease; provided, however, that if it should reasonably appear that LESSOR cannot or will not restore or repair the Premises within ninety (90) days from the date of such damage, either Party shall be entitled to terminate the Lease by giving the other Party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

17. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the Premises are a part, or any interest in the tenancy, the rights and obligations of the Parties shall be determined as follows:

a. If the Premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking and LESSEE shall be entitled to a refund on any rent paid in advance;

b. If any portion of the Premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the Premises taken bears to the total value of the Premises immediately before the taking; and (ii) LESSEE may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

18. **ASSIGNMENT.** LESSEE shall not assign or encumber its interest in the tenancy, or sublease all or any part of the Premises, without the consent of LESSOR, which such consent shall not be unreasonably withheld.

19. **DEFAULT.** The occurrence of any of the following shall constitute a default by LESSEE:

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- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to LESSEE;
- b. LESSEE's abandonment and vacation of the Premises;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to LESSEE.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that LESSEE perform the provisions within the applicable period of time, or quit the Premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the Parties shall have the remedies now or later allowed by law.

20. SIGNS. LESSEE may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the Premises without LESSOR's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this Lease, LESSOR may remove and destroy any items which were permitted to be installed in accordance with the terms of this section.

21. LESSOR'S ENTRY ON PREMISES. LESSOR and LESSOR's authorized representatives shall have the right to enter the Premises at all reasonable times, and after reasonable notice to LESSEE, for any of the following purposes:

- a. To determine whether the Premises are in good condition and whether LESSEE is complying with the obligations under this Agreement;
- b. To do any necessary maintenance and to make any restoration to the Premises or the building and other improvements in which the Premises are located that LESSOR has the right or obligation to perform;

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c. To serve, post, or keep posted any notices required or permitted under this Agreement;

d. To show the Premises to prospective brokers, agents, buyers, and prospective lessees at any time during the tenancy.

22. SURRENDER. On expiration or other termination of the tenancy, LESSEE shall surrender the Premises to LESSOR in good condition, ordinary wear and tear excepted. LESSEE shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs. LESSEE shall also follow the move-out procedures in Exhibit F, Article 4 "Tenant's Return of Premises to Landlord" attached hereto.

23. HOLDING OVER. If LESSEE, with LESSOR's consent, remains in possession of the Premises after the expiration of the initial Lease term or any renewal period, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either Party. During any such month-to-month tenancy, LESSEE shall pay all rent required by this Agreement, and all other provisions of this Agreement shall apply to the month-to-month tenancy.

24. TERMINATION FOR CAUSE. Either Party may terminate this Agreement for cause upon five (5) days' prior written notice to the other Party. For purposes of this section, "cause" shall be defined as the failure of either Party to remedy any material breach of the Lease Agreement within thirty (30) days' written notice of the breach.

25. REDUCTION OF LESSEE'S FUNDING. LESSOR expressly understands and agrees that LESSEE is dependent upon certain Federal and/or State funding to pay the rent provided in this Agreement. If such Federal and/or State funding is discontinued and/or reduced, LESSEE shall have the right to: (a) reduce the amount of office space occupied by LESSEE, or (2) terminate the Lease. In either event, LESSEE shall provide LESSOR with at least ninety (90) days' prior written notice of such reduction or termination.

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In the event of a reduction in the amount of office space, the monthly rent shall be reduced by an amount equal to the ratio of the total remaining occupied office space in square feet divided by the total office space in square feet previously occupied by LESSEE.

In the event LESSEE reduces the amount of office space, LESSOR, in the exercise of its own absolute discretion, shall have the right to terminate the Lease by giving written notice of the exercise of such right to LESSEE within ten (10) days of its receipt of the notice of reduction from LESSEE. The tenancy shall then terminate thirty (30) days after service of LESSOR's notice that it is exercising its right to terminate pursuant to this Paragraph.

26. REIMBURSEMENT OF TENANT IMPROVEMENT COST UPON EARLY TERMINATION: LESSOR and LESSEE acknowledge the expense of the required tenant improvements, excluding any deferred maintenance, will be paid by LESSOR through payment of the monthly rent shown in Section 3 above. In the event the Lease is terminated based on Section 25 (Reduction of Lessee's Funding), LESSEE shall reimburse LESSOR, a one-time lump sum payment, at a cost of fifteen and one-half cents (\$0.155) per rentable square foot of the Premises multiplied by the total number of full months remaining in the original seven (7) year Lease term which shall be paid to LESSOR within thirty (30) days of LESSEE vacating the Premises.

27. SUCCESSORS. This Agreement shall be binding on, and inure to, the benefit of the Parties, their successors and assigns, except as otherwise limited by this Agreement.

28. NOTICE. Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

LESSEE: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291

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w/Copy to: Tulare County General Services
Attn: Property Management
2637 W. Burrel Ave., Suite 200
Visalia, CA 93291

LESSOR: Manco Abbott Inc.
c/o Hyde Rentals
P.O. Box 9440
Fresno, CA 93792

w/Copy to: Hyde Commercial Real Estate
c/o Hyde Rentals
3330 West Mineral King Avenue, Suite F
Visalia, CA 93291

If notice is mailed, it shall be deemed communicated four (4) business days from the time of mailing as provided in this section. Payments or refunds shall also be made at the above addresses.

29. **WAIVER.** The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either Party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other Party.

30. **EXHIBITS.** All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

31. **INTEGRATION.** This instrument contains all the agreements of the Parties relating to the Premises and cannot be modified or amended except by a subsequent agreement in writing.

32. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the Parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

33. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The Parties

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agree that this contract is made in and for legal purposes shall be deemed to be performed in Tulare County, California.

34. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

35. **INTERPRETATION.** This Agreement reflects the contributions of both Parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

36. **ACKNOWLEDGEMENT & RIGHT TO RECORD MEMORANDUM.** LESSOR and LESSEE will sign a Memorandum of Lease in the form set forth in Exhibit E, and cause their signatures to the Memorandum to be acknowledged before a Notary Public. Either Party may thereafter record the Memorandum, and give the other Party notice of such recording. Upon the expiration or earlier termination of the term, either Party upon request will execute a document for recordation to terminate such memorandum.

37. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the Parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, the Agreement may be terminated at the option of the affected Party. In all other cases the remainder of the Agreement will continue in full force and effect.

38. **AUTHORITY.** Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such Party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

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39. **ESTOPPEL CERTIFICATE:** If requested by the LESSOR, the LESSEE within 14 days will sign and return to LESSOR an estoppel certificate created by the LESSEE that states the condition of the Lease.

40. **RULES AND REGULATIONS.** LESSEE is granted the right at all times during the Lease term to the nonexclusive use of common corridors and hallway, restrooms, parking areas and other public or common areas located in the Hyde Park. LESSOR has the sole discretion to determine the manner in which those public and common areas are maintained and operated as long as it is objectionably reasonable and does not frustrate the purpose of this agreement. The use of those areas shall be subject to the Rules and Regulations as reflected in Exhibit F. LESSEE shall comply with the rules attached hereto as Exhibit F. Any amendments or additions promulgated by LESSOR from time to time for the safety, care, and cleanliness of the Premises, Building and real property of Hyde Park, or for the preservation of good order, shall be agreed upon through separate written amendment between LESSOR and LESSEE.

41. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

HYDE CHILDREN FAMILY PARTNERSHIP II
A Limited Partnership

Date: 11-27-18

By: 
Richard E. Hyde III
General Partner

Date: 11-27-2018

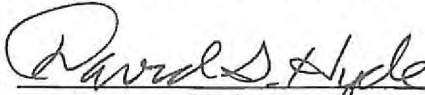
By: 
Ryan Bailey
General Partner

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//
(Lessee and Lessor signatures continued)


DAVID G. HYDE, as Trustee for the David G. Hyde Trust (Dated November 6, 2009)

Date: 11/16/18

By: 
David G. Hyde, Trustee

SHELLEY HYDE

Date: 4/30/2018

By: 
Shelley Hyde, an Individual

LESSEE

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/ Clerk of
the Board of Supervisors

By: _____

Approved as to form:
County Counsel

By:  AZ
Deputy County Counsel

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(Lessee and Lessor signatures continued)

DAVID G. HYDE, as Trustee for the David G. Hyde Trust (Dated November 6, 2009)

Date: 11/16/18

By: 
David G. Hyde, Trustee

SHELLEY HYDE

Date: _____

By: _____
Shelley Hyde, an Individual

LESSEE

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/ Clerk of
the Board of Supervisors

By: _____

Approved as to form:
County Counsel

By:  AZ
Deputy County Counsel

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EXHIBIT A

Hyde Park Office Complex - Site Plan

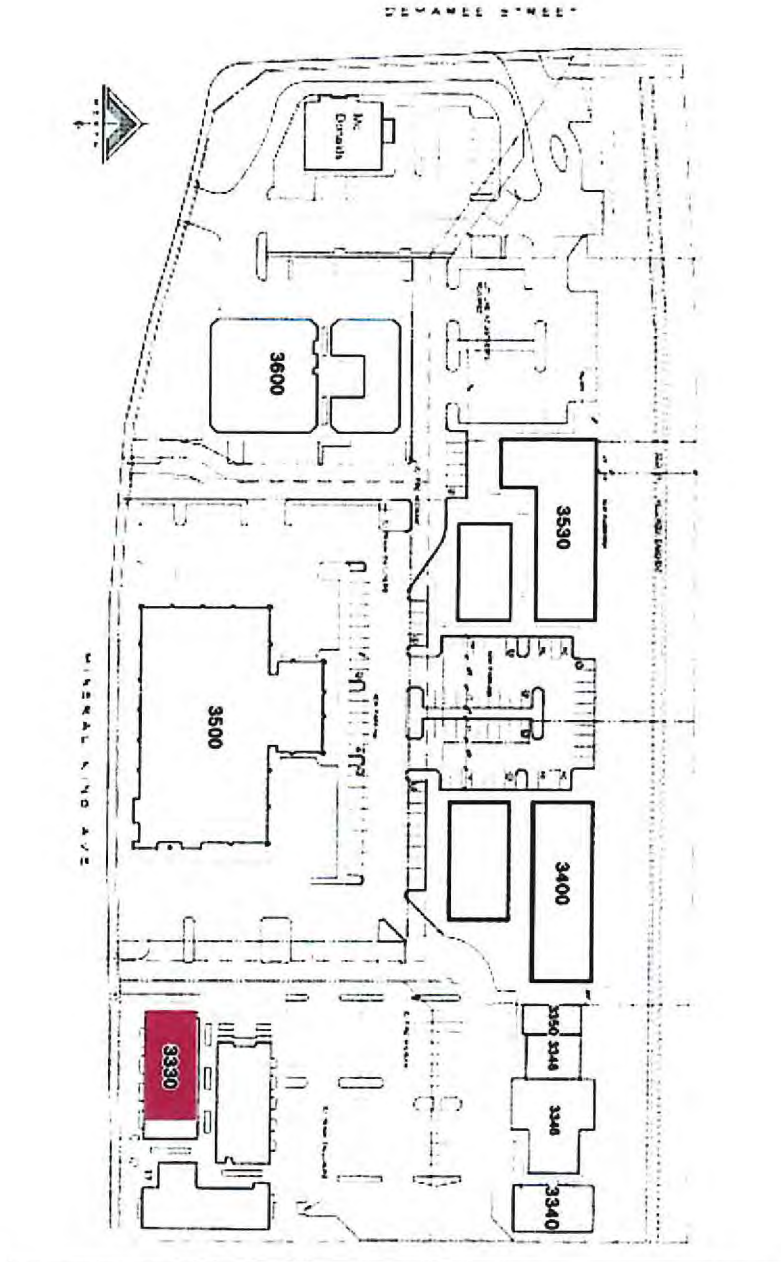


EXHIBIT A

Hyde Park | 3330 Building Site Plan

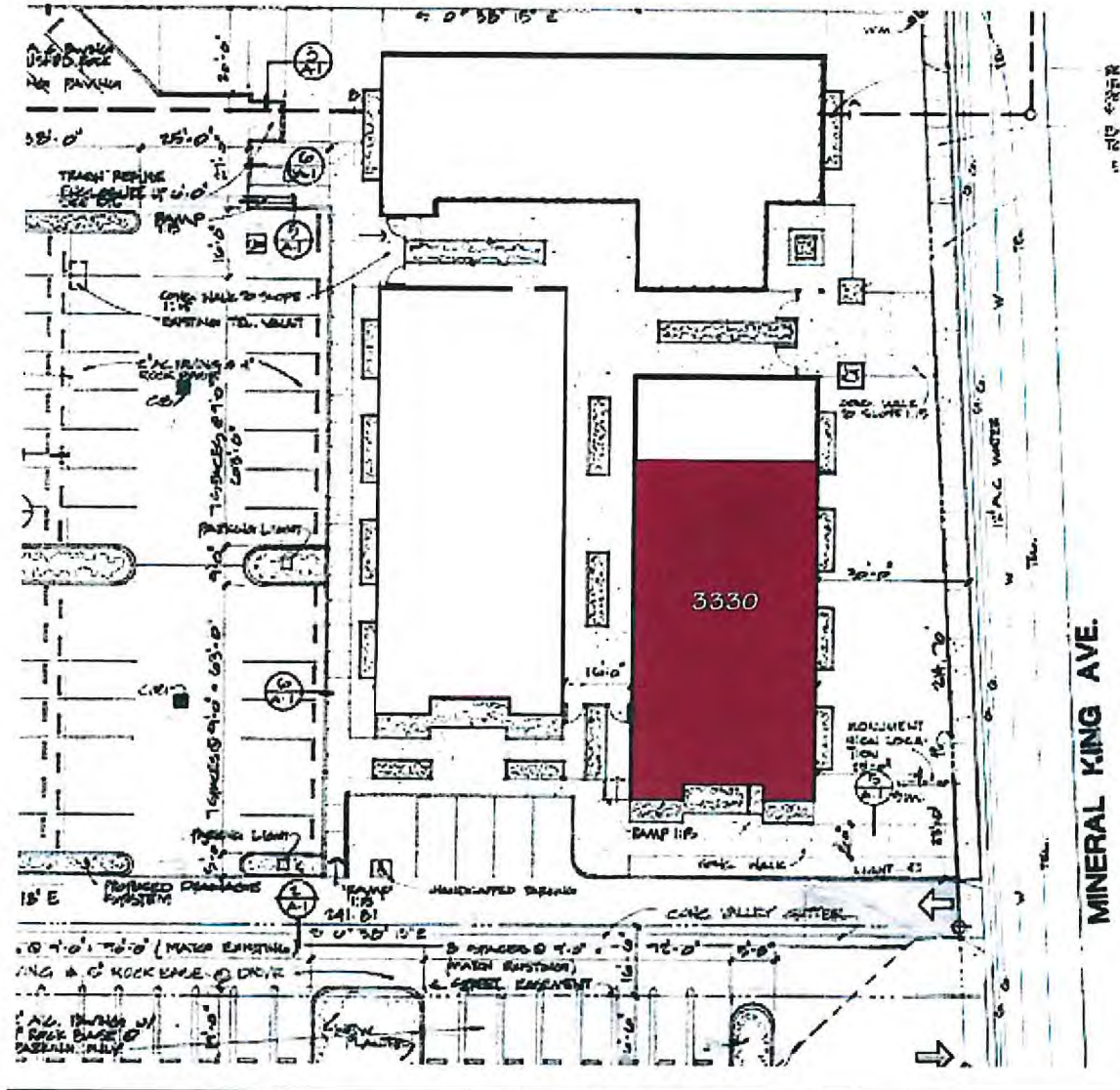


EXHIBIT A

Floor Plan

3330 W. Mineral King Ave, Suite A, Visalia, CA

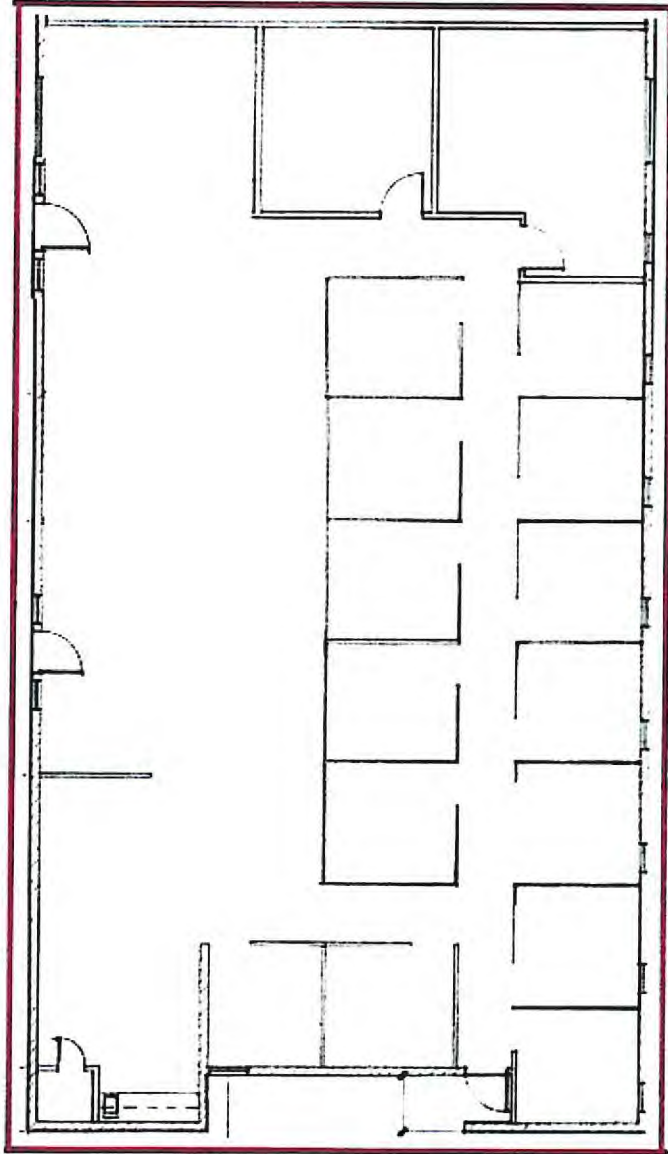


EXHIBIT B
HYDE CHILDREN FAMILY PARTNERSHIP
INSURANCE REQUIREMENTS

LESSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LESSOR, his agents, representatives, employees and contractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss on all real property being leased including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

A. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and Property Insurance policies must contain the following provisions. LESSOR will provide endorsements reflecting the following requirements:
 - a. *The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the premises leased to the COUNTY.*
 - a. *For claims related to this lease, the LESSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LESSOR's insurance and shall not contribute with it.*
 - b. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
 - c. *LESSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LESSOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the*

COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LESSOR, its employees, agents and subcontractors. LESSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LESSOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT C

**Specifications for Installation of Data Work
to be Completed by Lessor**

NONE - No data work to be completed by Lessor.

EXHIBIT D

3330 W. Mineral King Ave, Suite A, Visalia, CA

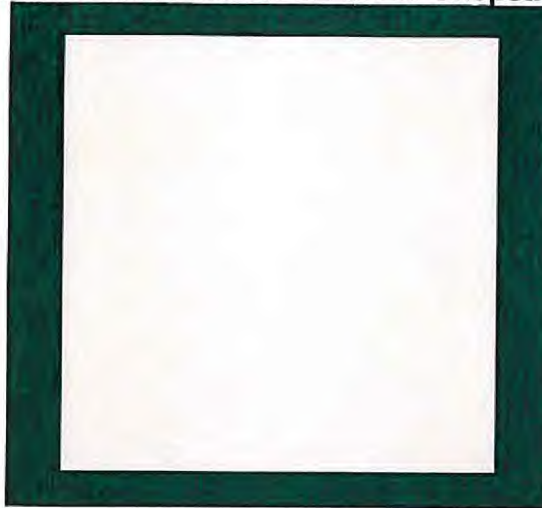
LESSOR to complete the following work at LESSOR's sole cost and expense:

1. Install carpet: Patcraft-Intrinsic #Z6474-00765 Rock Scissors Paper, 24" x 24" modular carpet tiles and 4" rubber base to be Burke Flooring #317 Greige (see attached).
2. New Paint: Wall Paint to be Frazee-CL2832W Chopstick (see attached).
Trim Paint to be Frazee-CL2883 Mexican Tea (see attached).

TULARE COUNTY: PAINT & CARPET REQUIREMENTS
(as of March 2016)

PAINT

WALL PAINT: Frazee-CL2832W Chopstick



TRIM PAINT: Frazee- CL2883D Mexican Tea

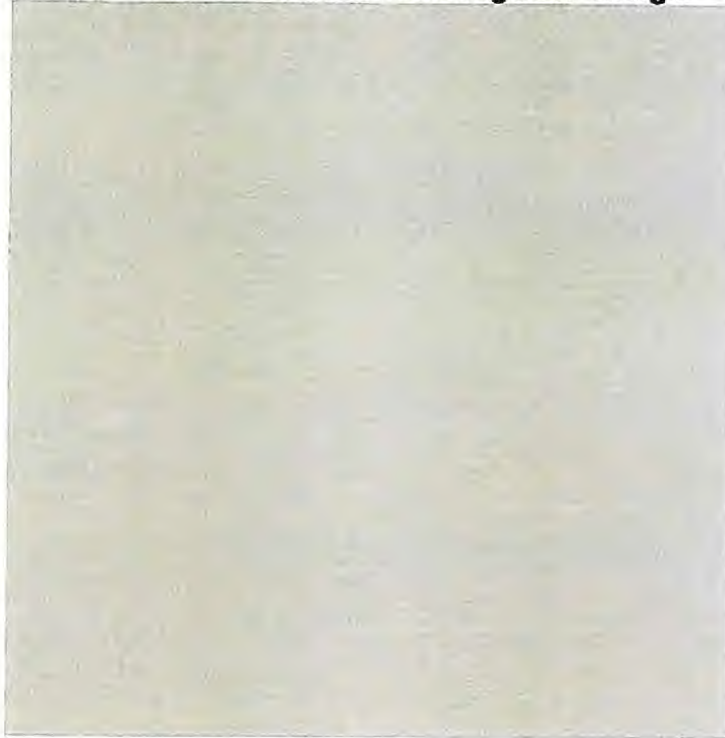


CARPET

**CARPET: Patcraft-Intrinsic #Z6474-00765 Rock Scissors Paper
(24" X 24" Carpet Tiles)**



RUBBER BASE: Burke Flooring #317 Greige



317 GREIGE

EXHIBIT E
3330 W. Mineral King Ave., Suite A, Visalia, CA

Recording Requested by:
County of Tulare,
CAO/ General Services

When recorded, mail to:
County of Tulare
Clerk of the Board of Supervisors
2800 W Burrel Avenue
Visalia, CA 93291

(This space for Recorders use only.)

No recording fee required: this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code.

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") dated as of _____ is entered into between the Hyde Children Family Partnership II, a California limited partnership, David G. Hyde, as Trustee for the David G. Hyde Trust (Dated November 6, 2009); and Shelley Hyde, an individual (Lessor), and the County of Tulare (Lessee)

- A. On or about _____, Lessor and County entered into a Lease Agreement on file with the Clerk of the Board of Supervisors of the County of Tulare as Agreement No. _____ (the "Lease").
- B. Pursuant to the Lease, Lessor leased to Lessee, and Lessee leased from Lessor, the real property located at 3330 West Mineral King Avenue, Suite A, Visalia, County of Tulare, State of California, consisting of approximately 3,598 square feet of office space, (the "Premises") together with the non-exclusive use of not less than four unreserved parking stalls per 1,000 square feet of building leased. A floor plan is depicted in Exhibit 1 attached hereto and incorporated by reference.
- C. Lessor and Lessee desire to execute this Memorandum to provide constructive notice to all third parties of Lessee's rights under the Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1. Term: Lessor leased the Premises to Lessee for the term set forth in the Lease.
- 2. Lease Terms: Lessor leased the Premises to Lessee pursuant to the terms described in the Lease, which is incorporated in this memorandum by reference, and as may be amended from time to time.
- 3. Successors and Assigns: This Memorandum and Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors, and assigns.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LESSOR

**Hyde Children Family Partnership II
A Limited Partnership**

Date: _____

By: _____
Richard E. Hyde III
General Partner

Date: _____

By: _____
Ryan Bailey
General Partner

**David G. Hyde, as Trustee for the David G. Hyde
Trust (Dated November 6, 2009)**

Date: _____

By: _____
David G. Hyde, Trustee

SHELLEY HYDE

Date: _____

By: _____
Shelley Hyde, an Individual

LESSEE

COUNTY OF TULARE

Date: _____

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer
Clerk of the Board of Supervisors

By _____
Deputy Clerk

Approved as to form: County Counsel

By _____
Deputy County Counsel

EXHIBIT 1

Hyde Park Office Complex - Site Plan

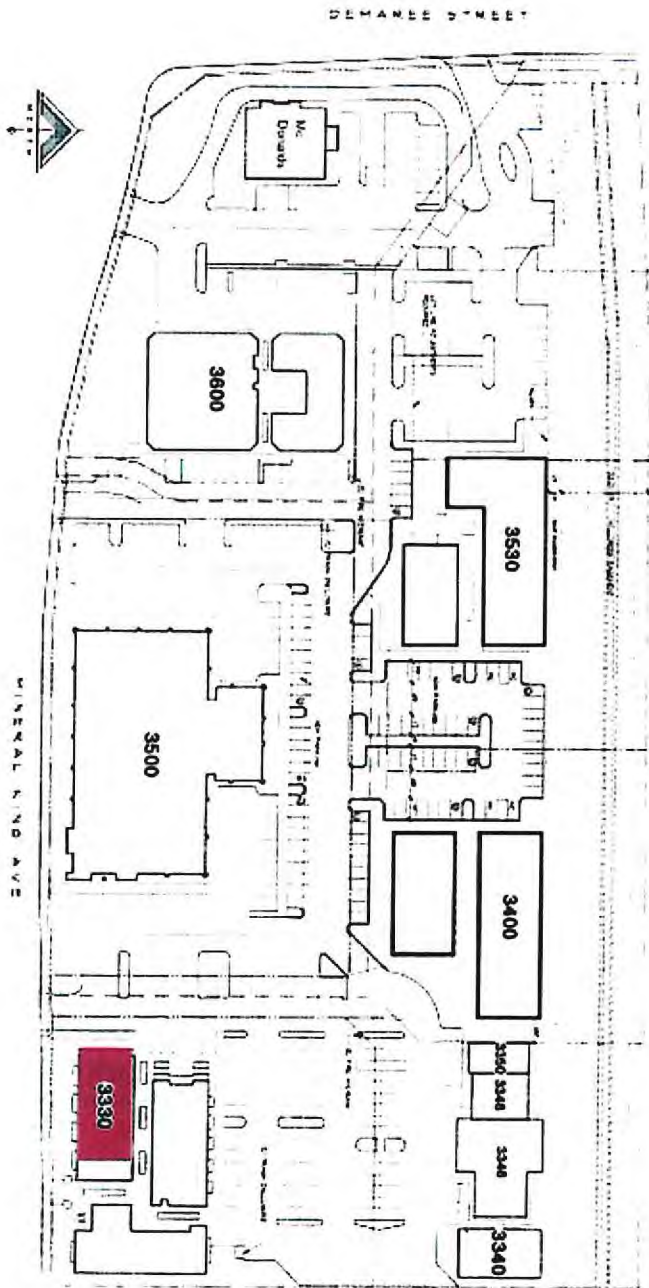


EXHIBIT 1

Hyde Park | 3330 Building Site Plan

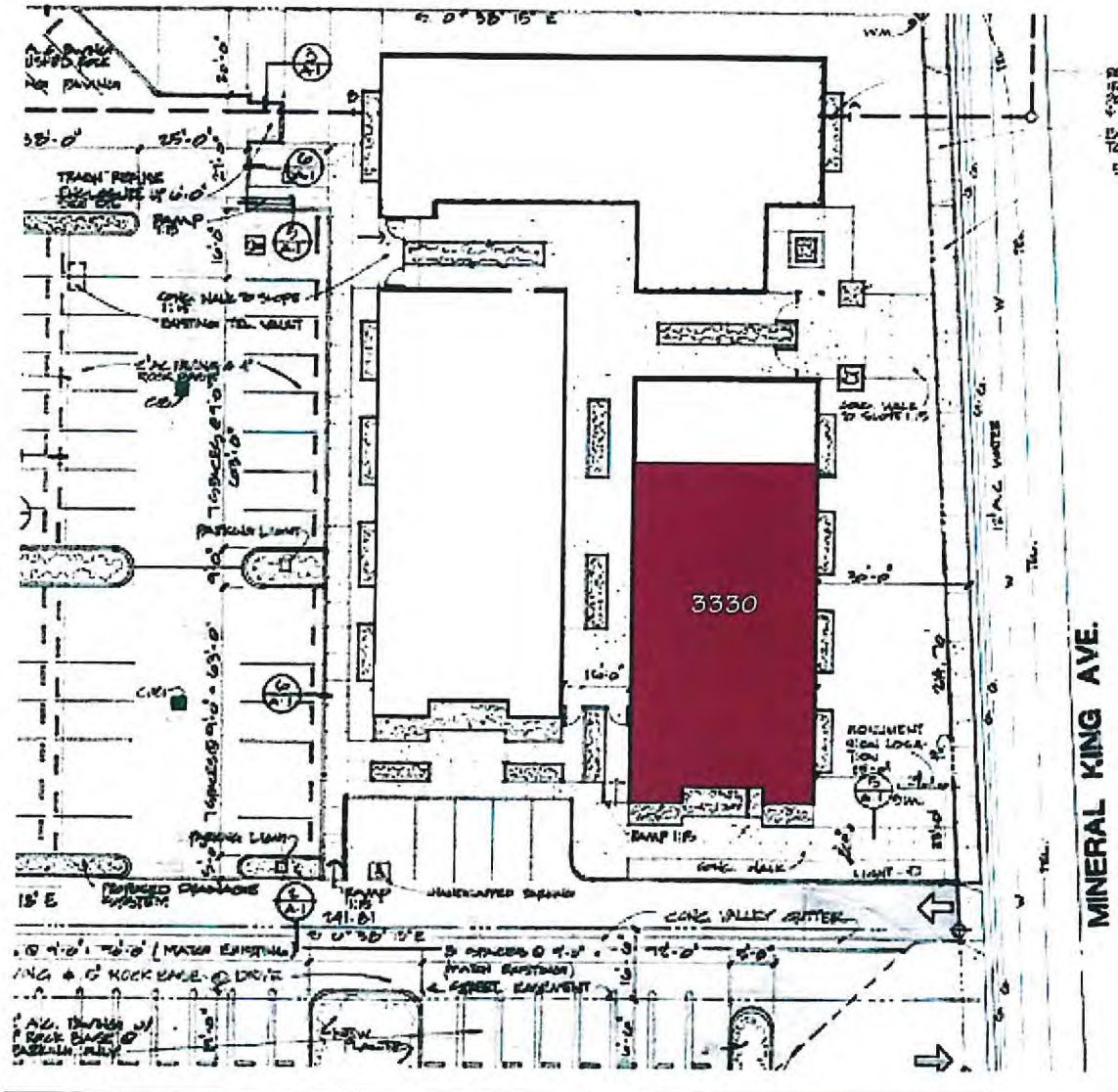


EXHIBIT 1

Floor Plan

3330 W. Mineral King Ave, Suite A, Visalia, CA

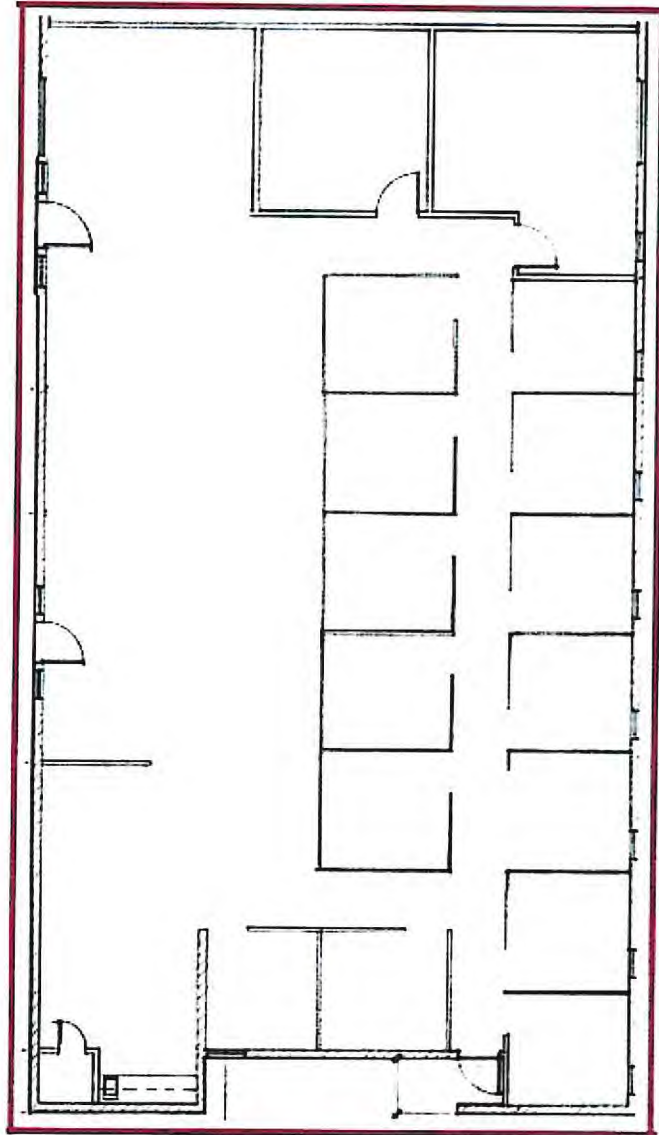


EXHIBIT F

Rules and Regulations

Article 1 | Priority Rules and Regulations

1. Keys & Door Locks – Protocol During Lease Term.

Upon Lease Commencement, Landlord shall furnish Tenant with two (2) keys for the Premises. Any additional keys (copies only) required by Tenant can be made at Tenant's expense. All keys shall be surrendered to Landlord upon lease expiration or termination of tenancy.

At any time during the Lease Term, Tenant shall not alter any lock or install any new or additional locks or any bolts on any doors or windows of the Premises until Landlord's approval has first been obtained. If an existing tenant wants to change the lock to the entry door of the Premises (i.e. firing of a disgruntled employee, etc.), then the tenant shall notify the Landlord before any locksmith work is performed. The Tenant can only use the Landlord's designated locksmith as a vendor since the new lock and key must be synced with the Landlord's existing master key. Upon completion of work Tenant shall also provide Landlord with two (2) copies of the new suite key. All re-keying, copies of keys and any other lock work shall be borne at Tenant's expense.

2. Allowed Signage – Installation and Removal Protocol.

Tenant shall be allowed to install company's name and logo at the following locations: (a) Hyde Park Monument Directory, (b) Building Directory, and (c) on the plate glass window next to the entry door of the Premises, herein collectively, referred as "Allowed Signage".

All Allowed Signage shall conform to the standardized color, size, style, and material designated by Landlord and will be installed by Landlord's approved sign vendor.

3. Disallowed Signs, Advertisement and Notices.

Tenant shall not place anything or allow anything to be placed on the interior or exterior of any plate glass window, door, partition or wall, which may appear unsightly from outside of the Premises.

Material visible from outside the Building will not be permitted. No sign, advertisement or notice, other than the Allowed Signage described above, shall be displayed, painted or affixed by Tenant, its agents, servants or employees, in or on any part of the outside or inside of the Premises or Building. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice without notice to and at the expense of Tenant.

4. Landlord's Approved Standard Window Covering.

If Tenant desires to install a window covering then Tenant shall notify the Landlord prior to installation. Upon notification, Landlord shall provide the Tenant of Landlord's Approved Standard Window Covering (i.e. brand, make, and model), which has been standardized for the entire office complex. The installation shall be borne at Tenant's sole cost and expense and Tenant shall hire Landlord's vendor or a third party vendor approved by Landlord. The window covering shall be installed on the office side of the plate glass and nothing shall be installed on the exterior of the plate glass.

Other than Landlord's Approved Standard Window Covering, no other curtains, draperies, blinds, shutters, shades, screens, or any other coverings, hangings, or decorations shall be attached to, hung, or placed in, or used in connection with any exterior window of the Premises.

5. Janitorial and Common Area Trash Enclosures.

Tenant, or the employees, agents, vendors, servants, visitors or licensees of Tenant, shall not, at any time place, leave or discard any rubbish, paper, articles or objects of any kind whatsoever outside the doors of the Premises or in the corridors, passageways, or common areas of the Building.

All trash refuse shall be hand carried to the common area trash enclosures. Tenant shall not leave trash bags outside of the Premises or drag trash bags to the common area trash enclosures. The expense of any stains or clean up to the common area flooring, sidewalks or parking lot resulting from the violation of this rule shall be borne by the Tenant who, or whose employees, invitees or third-party janitorial service providers, shall have caused it.

The common area trash enclosures are not to be filled above grade level. Upon finishing, Tenant shall close the trash enclosure lids and lock the trash enclosure gates. The common area trash enclosures are to be used for business purposes only and are not to be used for private use.

6. Telecommunication/Internet Services and Equipment.

Tenant shall notify Landlord of any telecommunication/internet services and/or equipment to be installed in the Building's Main Point Of Entry (MPOE) utility room. Landlord will direct Tenant's telecommunication technician and/or electrician as to where and how all telecommunication/internet equipment and wires will be affixed to the utility room and how all wires from the MPOE utility room will be introduced into the Premises. No boring or cutting for wires will be allowed without the consent of the Landlord. All telecommunication/internet costs are borne at Tenant's expense. Upon lease expiration or Tenant vacating the Premises, Tenant shall remove all telecommunication/internet equipment from the MPOE utility room.

7. Roof Access.

No Tenant, employee or invitee of Tenant shall go upon the roof of the Building. If any satellite dish or telecommunications equipment needs to be installed on the roof, then the Tenant shall first give notice to Landlord of its intent to install such equipment including the size, dimension and weight of such equipment, of which the Landlord shall have the right to approve or disapprove such equipment prior to installation. The Landlord's concern about installing such items is one pertaining to the visual effect of such equipment exceeding the Building's parapet and the weight of the equipment bearing on the roof structure. The Landlord's approval will not be unreasonably withheld.

If Tenant obtains Landlord's approval, then the installation (and removal) shall be borne at Tenant's sole cost and expense and Tenant shall hire Landlord's vendor or a third party vendor approved by Landlord. If any roof penetrations are required then Tenant shall only use Landlord's approved roof vendor.

8. Contractors and Installation Technicians.

All tenants will refer all contractors' representatives and installation technicians who are to perform any work within the Premises or Building to Landlord for Landlord's supervision, approval and control before the performance of such work. This provision shall apply to all work performed on the Premises and Building including, but not limited to, installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, internet/telecommunication equipment and any other physical portion of the Building. Tenant shall not mark, paint, drill into, or in any way deface any part of the Building or the Premises. No boring, cutting or string of wires shall be permitted, except with the prior written consent of the Landlord, and as the Landlord may direct.

9. Common Area Gates – Open and Close Procedures.

Regular Hours: On regular business days, the Landlord will have the common area gates to each Building in the office complex open by 6 AM and locked by 6 PM, Monday thru Friday.

All common area gates shall be kept locked during the After Hours and Off Days which are as follows:

a) After Hours: On a regular business days, the Tenant is responsible for locking the common area gates from 6 PM to 6 AM of the following day.

b) Off Days: On Saturday, Sundays and national holidays, the Tenant is responsible for locking the common area gates upon leaving the Premises.

10. Suite Restrooms and Common Area Restrooms.

The toilets, urinals, sinks, plumbing and any other restroom fixture shall not be used for any purpose other than that for which they were constructed, and no foreign substance (i.e. feminine products) of any kind whatsoever shall be thrown therein. Feminine products are considered a foreign substance and shall not be flushed down the toilets. All feminine products shall be properly discarded in the designated sanitary or trashcan

receptacles. The expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Tenant who, or whose employees or invitees, shall have caused it.

Doors to the common area restrooms shall be equipped with locks and automatic closing devices. Tenant shall not disable any automatic door closing device or lock and shall immediately notify Landlord of any malfunction of either and shall promptly notify Landlord of any other problem with the common area restrooms.

Article 2 | General Rules and Regulations

1. Tenant shall have the right to install in or upon the Premises any and all equipment related to Tenant's normal use of the Premises, provided however, that Tenant shall not deface the Premises or any part thereof.
2. Prior to the installation of any computers or other equipment exceeding 300 pounds in weight, the Tenant shall give notice of its intent to install such equipment including the size and dimension of such equipment and weight, and the Landlord shall have the right to disapprove the installation of such equipment items prior to installation. The Landlord's concern about installing such items is one pertaining to the effect of such equipment upon the structure and floor of the leased premises. The Landlord's approval will not be unreasonably withheld.
3. Where applicable, plastic chair mats shall be used at every desk location in order to protect the carpet flooring within the Premises.
4. No tenant shall install any antenna, satellite dish, receiver, loudspeaker, or other device on the roof, or exterior walls, windows, or railings of the Building.
5. The sidewalks, halls, corridors, courtyards, passageways, exits, and entrances shall not be obstructed by any of the tenants or used by them for any purpose other than for ingress and egress from their respective Premises.
6. Tenant shall not use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Landlord.
7. Tenant shall not use, keep or permit to be used or kept any foul or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner offensive or objectionable to the Landlord or other occupants of the Building by reason of noise, odors and/or vibrations, or interfere in any way with other tenants or those having business therein.

8. No animals, birds or any other pet, except for qualifying service animals, can be brought in or kept in or about the Premises or Building. Tenant and its employees shall not feed or provide water to any stray or feral animals (i.e. feline cats) within the office complex.
9. No cooking shall be done or permitted by any Tenant on the Premises, other than for consumption by Tenant, its agents, employees, and invitees, nor shall the Premises be used for the storage of merchandise, for washing clothes, for lodging, or for any improper, objectionable or immoral purpose.
10. No vending machine or machines of any description shall be installed, maintained or operated upon the Premises without the prior written consent of the Landlord.
11. Messenger services and suppliers of bottled water, food, beverages, and other products or services shall be subject to reasonable regulations as may be adopted by Landlord.
12. Tenant shall not permit smoking or carrying of lighted cigars or cigarettes in the Premises or, in areas reasonably designated by Landlord or by applicable governmental agencies, as non-smoking areas.
13. Tenant assumes all risks from theft or vandalism and agrees to keep its Premises locked as required.

Landlord will not be responsible for any lost or stolen personal property, equipment, money or jewelry from the Premises, common areas, or any public areas, regardless of whether such loss occurs when the area is locked against entry or not.

14. Tenant shall comply with all safety, fire protection, and evacuation regulations by Landlord or any applicable government agency.
15. Canvassing, soliciting or peddling in the office complex is prohibited and Tenant shall cooperate to prevent same.
16. Landlord shall have the right, without liability to Tenant, to change the name, street address, or suite number/letter to the Building of which the Premises are a part.
17. Landlord shall have the right to control and operate the public portions of the Building as well as public facilities furnished for the common use of the tenants, in such manner as it deems best for the benefit of the tenants generally.
18. Landlord reserves the right to exclude or expel from the Building any person who, in the judgment of Landlord, is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations described herein.

19. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular tenant, so long as Tenant's use of the Premises is not adversely affected by the waiver, and no waiver by Landlord shall be construed as a waiver of the Rules in favor of any other tenant, nor prevent Landlord from later enforcing any of the Rules against any of the tenants of the Building.
20. Landlord reserves the right to waive any one of these Rules and Regulations identified in this Exhibit (i.e. Priority Rules, Parking Rules, General Rules, or Tenant's Return of Premises to Landlord and Security Deposit), and to make such other and further rules and regulations as agreed upon in a separate written amendment between Landlord and Tenant.
21. Tenant shall require all of its employees, agents, and invitees to comply with all the applicable rules, regulations, parking rules, laws, and agreements described herein.

(Intentionally left blank)

Article 3 | Parking Rules and Regulations

1. The parking areas, herein called "Parking Facilities" shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles".
2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Landlord for such activities.
3. Landlord reserves the right to relocate all or a part of the on-site parking spaces and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
4. Users of the Parking Facilities will obey all posted signs and park only in the areas designated for vehicle parking within the office complex.
5. Other than the fenced-in designated parking located on the north side of the 3500 Building, no County vehicles within the Parking Facilities shall be parked overnight. If Tenant's employees leave parked vehicles overnight within the common area of the Parking Facilities, Landlord shall provide Tenant with a notification memo ("Notice") requesting said County vehicles not to be parked overnight. Upon each occurrence, Landlord shall do the following: (i) deliver a written Notice to Tenant's representative (i.e. the current and acting Property Management Specialist of the County of Tulare) via email or mail delivery and (ii) Landlord shall place a copy of the written Notice on the windshield of the County vehicle parked overnight.
6. It is recommended that every person using the Parking Facilities is required to park and lock his own vehicle. Landlord will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the Parking Facilities.
7. The maintenance, washing, waxing or cleaning of vehicles in the Parking Facilities is prohibited.
8. No bicycles, motorcycles, motor scooters or any other non-Permitted Size Vehicle shall be parked or stored anywhere in the Premises, Building, or common areas other than the designated areas located in the Parking Facilities.
9. Tenant shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
10. Landlord reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the Parking Facilities.

Article 4 | Tenant's Return of Premises to Landlord

Upon Tenant vacating the Premises, Tenant shall return the Premises in good condition and order with the following items completed:

1. All of the Tenant's Furniture, Fixtures, and Equipment (FF&E) shall be removed from the Premises, including any telecommunication/internet equipment installed in the MPOE utility room and any satellite dish or other telecommunications equipment installed on the roof of the Building. Any ethernet/telecommunication cabling wires hardwired in the interior walls of Premises may remain with the Premises (Fixed Improvements).
2. Tenant shall notify the electric and gas utility companies to change the utility service into the Landlord's name and responsibility, effective the first day following the Lease Expiration Date. The Tenant shall not direct the utility companies to disconnect or discontinue service.
3. Any alarm services to the Premises shall be discontinued and Tenant shall provide Landlord with contact information of the alarm service provider.
4. All built-in cabinets, counter tops, interior doors (including door trims), and all plumbing fixtures (including any and all sinks, fixtures and appliances) located in break areas, kitchens or any private restrooms shall be cleaned and wiped down.
5. All walls shall be cleaned and wiped down and any holes in walls due to the removal of built-in furniture or cubicles shall be filled, textured and painted to match the existing wall color.
6. Tenant shall contact Landlord's sign vendor and remove all company signage located at the Premises, Building Directory, and Hyde Park Monument Directory.
7. All keys to the Premises shall be returned to Landlord upon the Lease Expiration Date and Tenant shall provide Landlord with a mail forwarding address.

If Tenant does not complete any item defined above by the Lease Expiration Date (or earlier termination thereof), then the Landlord shall finish and complete said items. Tenant acknowledges that any and all uncompleted items shall be deducted from Tenant's Security Deposit, plus a \$100.00 administrative fee shall be charged by Landlord to oversee completion of any work not finished by Tenant. Provided Tenant is not in default with any other terms of the Lease, the remaining balance of the Security Deposit shall be returned to Tenant within thirty (30) days of the Lease Expiration Date.

If the uncompleted items exceed the Security Deposit, then Landlord shall retain the entire Security Deposit and invoice Tenant for the remaining balance owed to Landlord, which Tenant shall pay to Landlord within thirty (30) days from receipt of invoice.