



AGENDA ITEM NO. C-28

COUNTY OF HUMBOLDT

For Meeting of: January 5, 1999

DATE: DECEMBER 2, 1998

TO: BOARD OF SUPERVISORS

FROM: JOHN FRANK, DIRECTOR, DSS

SUBJECT: APPROVE LEASE FOR OFFICE AND STORAGE SPACE WITH
PUBA PROPERTIES ON FILE WITH THE
CLERK OF THE BOARD

RECOMMENDATIONS:

That the Board of Supervisors approve the lease between County of Humboldt and PUBA Properties for property located at 600 W. Clark St., Eureka, and authorize the Chair to sign an original and copy of the lease; direct Clerk of the Board to route one copy of the fully executed lease to Real Property Management.

DISCUSSION:

DSS clerical services units are in need of more space. Even with one vacancy, the Accounting Unit finds it difficult to move safely and efficiently in their space. Additional space will be needed when electronic benefit transfer of Food Stamps takes place in the year 2000. The General Services Unit is unable to utilize Work-for-Relief assistance at times to get production work done as they have no extra space. Closed Files is running out of room and there is need for a bay to accept deliveries of supplies pending distribution. Real Property Management has negotiated a lease for additional space adjacent to the main DSS building, and DSS staff recommend the Board approve the lease.

FINANCIAL IMPACT:

Sufficient funds will be budgeted for the additional cost of the lease with no increase in net County cost.

OTHER AGENCY INVOLVEMENT:

Real Property Management; County Counsel

ALTERNATIVES TO STAFF RECOMMENDATIONS:

N/A

Prepared by: WINSTON KAVANAUGH, DEPUTY DIRECTOR

CAO Approval: *K Suzuki*

REVIEW:

Auditor _____ County Counsel *RT* Personnel _____ Risk Manager *KH* Other _____

TYPE OF ITEM:

- Consent
 Departmental
 Public Hearing
 Other _____

pc: Social Services
 Real Property

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
 Upon motion of Supervisor **RODONI WOOLLEY**
 seconded by Supervisor **WOOLLEY**
 and unanimously carried by those members
 present, the Board hereby adopts the
 recommended action contained in this report.

Dated: JAN 5 1999
 Lora Canzoneri, Clerk of the Board

by: *Lora Canzoneri*

COPY

LEASE

This Lease is made and entered into this 5 day of January, 1999, by and between ROBERT R. JONES, DBA PUBA PROPERTIES, A SOLE PROPRIETORSHIP, hereinafter referred to as LESSOR, and the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. PREMISES

LESSOR leases to COUNTY and COUNTY leases from LESSOR the following described premises located at 600 West Clark Street (APN 3-121-45), Eureka, County of Humboldt, State of California. The location is more particularly shown on Exhibit A, which is attached hereto and incorporated herein.

A. Current occupied premises - Approximately 8,800 square feet, including off-street parking, as shown on Exhibit B, which is attached hereto and incorporated herein.

B. New premises - Approximately 8,800 square feet, including off-street parking, as shown on Exhibit C, which is attached hereto and incorporated herein.

2. USE OF PREMISES

A. The premises shall be used by COUNTY for County offices, as determined by COUNTY. At the commencement of this Lease, COUNTY intends to use the premises for offices and warehouse storage for the Department of Social Services.

B. COUNTY shall not commit any waste or any public or private nuisance upon the premises. COUNTY shall not install (nor permit the placement by any subtenant) any underground fuel or hazardous material containing storage tanks or lines.

C. COUNTY shall comply with all laws, rules, and orders of all federal, state, and municipal governments or agencies that may be applicable to use of the premises.

3. QUIET ENJOYMENT

Subject to the provisions of this Lease and conditioned upon performance of all the provisions performed by COUNTY hereunder, LESSOR shall secure to COUNTY during the term the quiet and peaceful possession of the premises and all rights and privileges appertaining thereto.

4. TERM

The initial term of this Lease shall be for nine (9) years, commencing upon Board approval, but no later than February 1, 1999, and shall terminate on January 31, 2008.

If COUNTY should hold over for any reason after the expiration of this Lease, or any extension, that tenancy shall be from month-to-month only and not a renewal or extension of this Lease, subject to a thirty (30) day notice of termination by either party at any time during the hold over period. The month-to-month tenancy shall be subject to every other term, covenant, and condition in this Lease that is consistent with and not contrary to a month-to-month tenancy.

5. RENT

A. COUNTY shall pay to LESSOR as rent for the leased premises, described in Exhibit B a monthly rental of Three Thousand Three Hundred Twenty-Eight Dollars (\$3,328.00) until COUNTY takes possession of the new premises, described in Exhibit C. Upon possession of the new premises, COUNTY shall pay to LESSOR as rent for the leased premises described in Exhibit C a monthly rental of Four Thousand Five Hundred Dollars (\$4,500). The total monthly rent for the entire premises described in Exhibits B and C will be Seven Thousand Eight Hundred Twenty-Eight Dollars (\$7,828).

Rent shall be paid in advance on the first day of each month, except in the event that Board approval commences on a day other than the first day of the month, the rent for the first partial month shall be prorated at one-thirtieth (1/30) of the rental rate for each calendar day the premises are ready for occupancy.

6. LATE FEE

If said rent is not paid by the tenth (10th) of each month, it shall be considered delinquent and COUNTY shall pay to LESSOR an amount equal to five percent (5%) of the past due amount. This provision shall not apply to rent paid for the first month of the fiscal year (July). Parties agree that rent for this month shall be deemed late if said rent is not paid by the fifteenth (15th) of said month.

7. CPI CLAUSE

Beginning on July 1, 2000 and each fiscal year thereafter during the term of this Lease, COUNTY will automatically increase or decrease the monthly rent payable under this Lease as defined in Paragraph 5. The new rental rate shall be determined by multiplying Seven Thousand Eight Hundred Twenty-Eight Dollars (\$7828.00) by one plus the percentage which the Consumer's Price Index [U.S. Bureau of Statistics, U.S. City Average, All Items Series A (1982-1984 = 100), Urban Wage Earners and Clerical Workers] for the preceding April increased over or decreased under the same Index for the month of April, 1999, which shall be the base period. Notwithstanding any other provisions contained herein, no CPI adjustments will accrue or be paid during any agreed periods of free rent. In no event shall the monthly rent be less than Seven Thousand Eight Hundred Twenty-Eight Dollars (\$7828.00). Regardless of the CPI percentage change, the increase or decrease for any one year will be no more than five percent (5%).

8. MODIFICATION COSTS AMORTIZATION

LESSOR will expend a capital sum of Ninety Five Thousand Dollars (\$95,000) for certain alterations and improvements to the premises to be leased described in Exhibit C. Said alterations and improvements are described in paragraph 9 and Exhibit D of this Lease. COUNTY will pay to LESSOR, as additional rent, a sum equal to the cost of the improvements plus interest at ten percent (10%) per annum to be paid monthly in an amount which will fully amortize the cost of the improvements over a period of time commencing upon the occupancy of the New Premises and terminating upon the expiration of the Lease. COUNTY shall have the right, at any time during the term of this Lease, to pay LESSOR in cash the unamortized balance of the improvement costs together with interest accrued to the date of payment. The amount to be paid by COUNTY pursuant to this paragraph shall not be included in the monthly rental for

purposes of determining the CPI increase or decrease described in paragraph 7 hereof.

LESSOR and COUNTY shall execute an amendment to this Lease upon the completion of the improvements in order to set forth the commencement date for the purposes described in this paragraph.

9. BUILDING MODIFICATIONS

A. LESSOR agrees that it will construct modifications at its sole cost and expense to the NEW PREMISES as described in Exhibit D, attached hereto and incorporated herein. All of the modifications shall be done in accordance with all local, state, and federal laws and regulations including, but not limited to, the California Building Code and Americans with Disabilities Act, in effect at the time modifications are approved by COUNTY.

B. No variation from the approved Exhibit D documents shall be made without the prior written approval of COUNTY and LESSOR.

C. LESSOR has three (3) months from the commencement date of this Lease to complete the modifications. If the modifications are not completed within this time, LESSOR shall pay liquidated damage pursuant to paragraph 9 (D) of this Lease. Extensions to this time shall be allocated for delays beyond LESSOR'S control, including but not limited to: weather, natural disasters, riots, wars, strikes, or actions of COUNTY.

D. Inasmuch as the actual damages, which would result from a breach by LESSOR of its duties under paragraph 9 of this Lease regarding construction of improvements, are uncertain and would be impractical or extremely difficult to fix, LESSOR promises to pay to COUNTY, in the event of any such breach of duty by it, the sum of One Hundred Fifty Dollars (\$150) per day as liquidated and agreed damages, but only after extensions have been granted for delays as per paragraph 9 (C) of this Lease.

E. During construction, COUNTY shall at all times have access to the premises for the purpose of making inspections of the work in progress. Nothing in this Lease shall be construed as an obligation of COUNTY to make such inspections and it is expressly agreed that it is LESSOR'S sole obligation to insure that the modifications are constructed in compliance with Exhibit D and all applicable codes.

F. LESSOR shall make reasonable effort to minimize disruption of COUNTY'S pre-existing use of the building during the construction of the modifications, with the exception of roofing, HVAC installation, painting, parking lot repair, and restroom modification, which all must take place during normal weekday working hours. LESSOR agrees that, where feasible, construction of the other modifications shall be done between the hours of 5:00 p.m. and 7:30 a.m. Monday through Friday. Construction may be done at LESSOR'S discretion on COUNTY holidays and weekends.

G. Upon completion of the modifications, COUNTY shall inspect modifications and provide written acceptance of modifications to LESSOR prior to occupancy of premises.

H. Upon completion of modifications and prior to COUNTY'S taking possession, LESSOR shall provide a Certificate of Occupancy to COUNTY.

10. LESSOR'S GUARANTEE OF CONSTRUCTION

For work performed by LESSOR or his contractors under the terms of this Lease, LESSOR hereby guarantees to COUNTY to rectify, at LESSOR'S sole cost and expense, any defects, shrinkage, or faults in such work which appears within one (1) year of completion.

11. BUILDING STANDARDS AND COMPLIANCE WITH LAWS

A. LESSOR covenants and warrants that at the time of original construction the premises were constructed in accordance with all local, state, and federal laws and regulations. LESSOR agrees to comply with any federal, state, or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

B. Any new construction by either party will be constructed in accordance with all local, state, and federal laws and regulations including, but not limited to, the Americans with Disabilities Act.

12. ENTRY

COUNTY shall permit, upon twenty-four (24) hours notice, LESSOR or LESSOR'S agents, representatives, or employees to enter the premises at all reasonable times to inspect the premises and to do other lawful acts that may be necessary to protect LESSOR'S interests in the premises under this Lease or to perform LESSOR'S duties under this Lease.

13. IMPROVEMENTS AND ALTERATIONS BY LESSOR

A. In the event alterations are desired by COUNTY and COUNTY elects not to perform the work, any such work, when mutually and contractually agreed, in writing by COUNTY and LESSOR, may be performed by LESSOR in accordance with plans and specifications supplied by COUNTY.

B. Modifications or alterations at COUNTY'S request costing over One Thousand Dollars (\$1,000.00) and performed by LESSOR or his designee may require an amendment to this Lease.

C. LESSOR covenants and warrants that any work performed by LESSOR on the premises will be done in accordance with all local, state, and/or federal laws and regulations including, but not limited to, the Americans with Disabilities Act. All such work will have any required permits before work commences.

14. PREVAILING WAGES

LESSOR acknowledges and agrees that all work on building alterations or modifications performed by LESSOR at the request of COUNTY shall be governed by and performed in accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq). These provisions are not applicable to modifications costing not more than One Thousand Dollars (\$1,000.00).

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Humboldt County Board of Supervisors has obtained the general prevailing rate per diem wages and general prevailing rate for holiday and overtime work in this locality applicable to this Lease for each craft, classification, or type of worker needed to execute the aforesaid modifications from the Director of the State Department of Industrial Relations. LESSOR herein agrees that LESSOR shall post, or cause to be posted, a copy of such wage rates at the job site and shall pay the

adopted prevailing wage rates. Copies of said prevailing wage rates may be obtained from COUNTY'S Clerk of the Board.

15. SMOKING

Pursuant to Humboldt County Ordinance #1993, COUNTY owned or leased premises are smoke free. LESSOR shall comply with ordinance as it concerns LESSOR or its agents when on the premises, but shall not be responsible for posting or enforcement of said ordinance in any manner.

16. UTILITIES

COUNTY shall pay all charges for gas, water/sewer, trash removal, electricity, telephone, cable TV, security alarm monitoring and any and all services. COUNTY shall pay all taxes associated with such services.

17. JANITORIAL, LANDSCAPE, SECURITY PATROL

COUNTY shall be responsible for all janitorial, litter removal and sweeping of premises and adjacent city sidewalk, any landscaping inside perimeter fencing, striping of parking area, and security patrol use.

LESSOR shall be responsible for landscaping outside perimeter fencing which fronts Clark Street.

18. CONDITION OF PREMISES

COUNTY acknowledges that as of the date of this Lease, COUNTY has inspected the occupied premises, and that such premises are in good order, repair, and condition. The acceptance of modifications described in paragraph 9 shall include a statement that COUNTY acknowledges that the modified portion of the premises are in good order, repair and condition.

19. MAINTENANCE AND REPAIRS

A. During the term of this Lease or any extension thereof, LESSOR shall maintain the premises, as herein after described, in good repair and tenantable condition so as to minimize breakdowns and loss of COUNTY'S use of the premises caused by deferred or inadequate maintenance. Except as provided in section B,

LESSOR shall be responsible for all maintenance and repairs to the premises including, but not limited to the following:

- (1) Exterior building siding, painting, windows, doors, awning, eaves, fencing, and gates.
- (2) Roof, including gutters and down spouts, and any problems caused by failure of the roof system.
- (3) Plumbing service into the building, plus in attic, walls, and floors, and any problems caused by major plumbing failure.
- (4) Parking lot structural section (patching and structural repairs) and City sidewalk.
- (5) Maintenance and repair of HVAC system.
- (6) Structural floor repair or replacement of building floor.
- (7) Electrical service into the building, plus lines in attic, walls, floor, and any problems caused by major electrical failure.
- (8) Paint and recarpet office area, as shown on Exhibit D, within sixty (60) days of written request from County, but not more than every ten (10) years. LESSOR, at LESSOR'S sole cost, shall arrange for moving of furniture and electrical floor plates prior and subsequent to the painting and carpeting. LESSOR agrees to use fifteen (15) year guaranteed colorfast, unraveling, twenty-eight (28) ounce solution dyed nylon carpet that has factory off-gassed fiber or equivalent. COUNTY shall be responsible for moving and replacing any phone and/or computer equipment and related wiring, power poles, and fixtures.

*Stay back snow **

LESSOR shall have ten (10) days after notice from COUNTY to commence to perform its obligations under this paragraph, except that LESSOR shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by COUNTY. If LESSOR does not perform its obligations within the time limitations in this paragraph, COUNTY, after notice to LESSOR, can perform the obligations and has the right to be reimbursed for the sum COUNTY actually and reasonably expended (including charges for COUNTY employees and equipment) in the performance of LESSOR'S obligations. If LESSOR does not reimburse COUNTY within ten (10) days after demand from COUNTY, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until

* Received call from Pat McDonald Pacific Builders stating that John Wise, Wise Flooring, is guaranteeing that the carpet shown to Judy Cooper meets the above specs. I told him if not they would do replacement. ITB rules. 1-27-99

COUNTY is reimbursed in full. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made. Such confirmation shall be made as provided in paragraph 37, NOTICE .

B. During the term of this Lease or any extension thereof, COUNTY shall be responsible for the maintenance and repairs to the premises as follows:

(1) Interior and exterior light lenses and bulbs, ballasts, photo-eye sensors, subpanel circuit breakers, and minor electrical repairs.

(2) Minor plumbing (faucet, drinking fountain, and toilet repairs; unblocking of toilets and sinks, and exterior wash apron drain).

(3) Any repairs necessitated by negligence of COUNTY personnel, its contractors, or subcontractors or COUNTY invitee.

(4) Any repairs to phone, computer, security systems or installation thereof.

(5) Floor covering repairs.

(6) Interior interim painting touch-up.

(7) Damaged ceiling tiles, unless caused by plumbing failure or roof leaking.

(8) Non-structural repair or replacement of interior glass or doors.

(9) Pest control and repair, with the exception of pests not attracted by COUNTY'S use of building.

(10) Restriping of parking lot.

COUNTY shall have ten (10) days after notice from LESSOR to commence to perform its obligations under this paragraph, except that COUNTY shall perform its obligations immediately if the nature of the problem presents a material hazard or emergency as determined by LESSOR. If COUNTY does not perform its obligations within the time limitations in this paragraph, LESSOR, after notice to COUNTY, can perform the obligations and has the right to be reimbursed for the sum LESSOR actually and reasonably expended (including charges for LESSOR'S employees and equipment) in the performance of COUNTY'S obligations. If COUNTY does not

reimburse LESSOR within ten (10) days after demand from LESSOR, LESSOR shall have the right to charge monthly interest at the maximum rate an individual is permitted to charge by law. Any notice or demand concerning a material hazard or emergency may be made orally, by telephone or otherwise, provided that written confirmation is given within two (2) days after the oral notice or demand is made. Such confirmation shall be made as provided in paragraph 37, NOTICE .

C. With regard to non-emergency maintenance/repairs that cannot be cured within ten (10) days and RESPONSIBLE PARTY commences to cure the problem within the ten (10) day period and diligently and in good faith continues to cure the problem, the RESPONSIBLE PARTY shall not be in default.

20. IMPROVEMENTS AND ALTERATIONS BY COUNTY

COUNTY, subject to the following conditions, may make non-structural alterations or improvements to the premises to accommodate COUNTY'S use of the premises. However, COUNTY shall not make any alterations or improvements to the leased premises without the prior written consent of LESSOR. Such consent shall not be unreasonably withheld.

A. COUNTY and LESSOR shall agree in writing prior to the commencement of any alterations or improvements performed by COUNTY which, if any, alterations/improvements are to be removed by COUNTY upon termination of this Lease.

B. Any alterations/improvements not removed from the premises by COUNTY within thirty (30) days after the termination date shall be deemed abandoned by COUNTY and shall automatically become property of LESSOR without prejudice to any other rights of LESSOR under the Lease.

C. COUNTY will not at any time permit any mechanics', laborers', or materialmen's liens to stand against the premises for any labor or material furnished to COUNTY or claims to have been furnished to COUNTY or COUNTY'S agents, contractors, or subtenants, in connection with work or any character performed or claims to have been performed on the premises by or at the direction or sufferance of COUNTY.

D. COUNTY will indemnify and defend LESSOR for all liens, claims, or damages caused by remodeling, improvements, additions, alterations and major repairs construed by COUNTY. LESSOR agrees, when required by COUNTY, to

execute and deliver any applications, consents, or other instruments required to permit COUNTY to do this work or to obtain permits for the work.

21. INSTALLATION AND REMOVAL OF TRADE FIXTURES

COUNTY may cause or permit to be installed and/or affixed on the premises such fixtures, signs, and equipment as COUNTY deems desirable and all such fixtures, signs, and equipment shall remain the property of COUNTY and may be removed by COUNTY at any time, or at the request of LESSOR at Lease termination. COUNTY, at its expense, shall repair any damage caused by reason of such installation or removal of the trade fixtures. All such fixtures, signs, and equipment that are exterior to the building shall require prior written consent of LESSOR. Such consent shall not be unreasonably withheld.

COUNTY, at its own cost, may install on the premises the wiring and equipment needed for telecommunication system and computer terminals including, but not limited to, the following:

- (1) Telephone cables
- (2) Key system units
- (3) Intercom systems
- (4) Telephones
- (5) Answering machines
- (6) Security systems

Upon termination of the Lease, LESSOR may require, and COUNTY shall have the right, to remove from the premises any such equipment installed by COUNTY.

22. COUNTY'S RIGHT TO ERECT SIGNS

COUNTY shall have the exclusive right to erect and maintain upon the premises all signs that it deems appropriate. LESSOR agrees that no signs or advertising matter of any nature other than COUNTY'S shall be permitted upon any of the premises. LESSOR and COUNTY must mutually agree as to the location, size and style of any signs. No sign shall be erected without LESSOR'S prior consent which shall not be unreasonably withheld.

23. HOLD HARMLESS AND INDEMNIFICATION

COUNTY agrees to indemnify and hold harmless, and at its own risk, cost and expense defend LESSOR, its officers, agents, and employees from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from COUNTY'S negligence, intentional acts, or breaches of this Lease. Indemnification with respect to defense costs shall be made at the time LESSOR incurs such costs.

LESSOR agrees to indemnify and hold harmless, and at its own risk, cost and expense defend COUNTY, its Board of Supervisors, officers, agents, and employees from and against any and all liability expense, including defense costs, legal fees, and claims for damages arising from LESSOR'S negligence, intentional acts, or breaches of this Lease. Indemnification with respect to defense costs shall be made at the time COUNTY incurs such costs.

24. COUNTY'S INSURANCE

THIS LEASE SHALL NOT BE EXECUTED BY LESSOR and COUNTY is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are provided to LESSOR.

Without limiting COUNTY'S indemnification provided herein, COUNTY shall take out and maintain, throughout the period of this Lease, the following policies of insurance placed with insurers with a current A. M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of COUNTY, its agents, employees, or sublessees:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions.

(1) LESSOR, its officers, employees, and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of COUNTY. The coverage shall contain no special limitations on the scope of protection afforded to LESSOR, its officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice [ten (10) days for non-payment of the premium] to LESSOR by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this Lease that the COUNTY is responsible for, COUNTY'S insurance is primary coverage to LESSOR, and any insurance or self-insurance programs maintained by LESSOR are excess to COUNTY'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to LESSOR, its officers, employees, and agents.

B. COUNTY agrees to provide an all-risk property insurance for the contents of the property through the County's property insurance.

C. COUNTY agrees to provide proof of Workers' Compensation Insurance coverage meeting the statutory limits of the California Labor Code which covers employees and volunteers.

25. LESSOR'S INSURANCE

THIS LEASE SHALL NOT BE EXECUTED BY COUNTY and the LESSOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting LESSOR'S indemnification provided herein, LESSOR shall, and shall require of its subcontractors to, take out and maintain, throughout the period of this Lease, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of LESSOR, its agents, employees, or sublessees:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this Lease or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) COUNTY, its officers, employees, and agents are covered as additional insured for liability arising out of the operations performed by or on behalf of LESSOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, agents, and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice [ten (10) days for non-payment of premium] to COUNTY by certified mail.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

(4) For claims related to this Lease that LESSOR is responsible for, LESSOR'S insurance is primary coverage to COUNTY, and any insurance or self-insurance programs maintained by COUNTY are excess to LESSOR'S insurance and will not be called upon to contribute with it.

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents.

B. Workers' Compensation Insurance meeting statutory limits of the California Labor Code, which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation. If LESSOR has no employees, LESSOR may sign and file the following certification in lieu of insurance:

I am aware of the provisions of the California Labor Code Section 3700 which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will

comply with provisions of that code before commencing with and during the performance of the work of this contract.

C. LESSOR shall provide property insurance for the premises, which may be all-risk property insurance.

D. LESSOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as approved by the County Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by COUNTY. If LESSOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and LESSOR agrees to pay the cost of said insurance.

26. REAL PROPERTY TAXES

A. COUNTY shall pay when due all real property taxes levied against the leased premises during the term of this Lease as follows:

1. Taxes on the occupied premises described in Exhibit B, shall commence upon execution of this Lease by COUNTY. The taxes shall be prorated as specified in Section C below.

2. Taxes on the new premises described in Exhibit C, shall commence upon the COUNTY taking possession of the new premises and shall include the cost of any supplemental taxes assessed as a result of the modifications to the premises requested by COUNTY. The taxes shall be prorated as specified in Section C below.

LESSOR shall provide COUNTY with the tax bills within five (5) days of receipt by LESSOR.

B. If COUNTY fails to pay the taxes within thirty (30) days of the last day on which payment may be made without penalty or interest, LESSOR may, but shall not be obligated to, pay those taxes, together with interest and penalties. Any amounts that LESSOR may pay pursuant to this provision, together with interest at the rate of five percent (5%) per annum, shall be repaid to LESSOR by COUNTY on demand as additional rent.

C. For any fraction of a tax year at the beginning or end of the term, or any extensions, COUNTY'S obligation shall be prorated as of the commencement or end of the Lease term or any extension. For any such fraction of a tax year at the beginning of said term, COUNTY agrees to reimburse LESSOR for COUNTY'S portion of such taxes within thirty (30) days after presentation to COUNTY of receipted copies of the tax bills covering the same. For any such fraction of a tax year at the end of the Lease term, or any extension, LESSOR agrees to reimburse COUNTY for LESSOR'S portion of such taxes within thirty (30) days after presentation to LESSOR of receipted copies of the tax bills.

27. PARKING

Leased premises include a paved parking lot, which is included in the rent in paragraph 5 of this Lease.

28. DESTRUCTION OF PREMISES

A. COUNTY agrees to notify LESSOR in writing promptly of any damage to the premises resulting from fire, earthquake, or other identifiable event of a sudden, unexpected, or unusual nature (casualty). If the premises are damaged by a casualty, and if neither LESSOR nor COUNTY has elected to terminate this Lease under this paragraph 28, LESSOR shall promptly and diligently restore the premises, the COUNTY improvements originally constructed by LESSOR, and COUNTY parking facilities to substantially the same condition as existed before the casualty, except for modifications required by building codes and other laws. If COUNTY requests that LESSOR make any modifications to the COUNTY improvements in connection with the rebuilding, LESSOR may condition its consent to those modifications on:

(1) Confirmation by LESSOR'S contractor that the modifications shall not increase the time needed to complete the COUNTY improvements; or

(2) An agreement by COUNTY that the additional construction period shall not extend the rent abatement period.

B. LESSOR shall, within thirty (30) days after the date of the casualty, provide written notice to COUNTY indicating the anticipated period for repairing the casualty (repair period notice). The repair period notice shall be accompanied by a written statement executed by the contractor retained by LESSOR to complete the repairs or, if LESSOR has not retained a contractor, a licensed contractor not affiliated with LESSOR, certifying the contractor's opinion about the anticipated period for repairing

the casualty. The repair period notice shall also state, if applicable, LESSOR'S election either to repair or to terminate the Lease under paragraph 28(C).

C. LESSOR may elect either to terminate this Lease or to effectuate repairs if:

(1) The repair period notice estimates that the period for repairing the casualty exceed one hundred eight (180) days from the date of the commencement of the repairs.

(2) The estimated repair cost exceeds the insurance proceeds, if any, available for such repair (not including the deductible, if any, on LESSOR'S property insurance), plus any amount that COUNTY is obligated or elects to pay for such repair.

(3) The building cannot be restored except in a substantially different structural or architectural form than existed before the casualty.

LESSOR'S election shall be stated in the repair period notice.

D. If the repair period notice provided by LESSOR indicates that the anticipated period for repairing the casualty exceeds one hundred eighty (180) days, COUNTY may elect to terminate this Lease by providing written notice (COUNTY'S termination notice) to LESSOR within thirty (30) days after receiving the repair period notice. If COUNTY does not elect to terminate within this thirty (30) day period, COUNTY shall be considered to have waived the option to terminate.

E. LESSOR and COUNTY agree that COUNTY'S rent shall be fully abated during the period beginning on the later of the date of the casualty or the date on which COUNTY ceases to occupy the premises and ending on the date of substantial completion of LESSOR'S restoration obligations as provided in this paragraph 28 (abatement period). If, however, COUNTY is able to occupy and does occupy a portion of the premises, rent shall be abated during the abatement period only for the portion of the premises not occupied by COUNTY subject to paragraph 28(D), the rent abatement provided in this paragraph 28(E) is COUNTY'S sole remedy due to the occurrence of the casualty. LESSOR shall not be liable to COUNTY or any other person or entity for any direct, indirect, or consequential damage, including lost profits of COUNTY or loss of or interference with COUNTY'S operations, whether or not caused by the negligence of LESSOR or LESSOR'S employees, contractors, licensees, or invitees, due to, or arising out of, or as a result of the casualty, including, but not limited to the termination of the Lease in connection with the casualty.

F. Despite any other provision of this paragraph 28, if the premises are destroyed or damaged by a casualty during the last eighteen (18) months of the lease term, LESSOR and COUNTY shall each have the option to terminate this Lease by giving written notice to the other of the exercise of that option within thirty (30) days after that damage or destruction.

29. USE UNLAWFUL OR PREMISES CONDEMNED

If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises or approaches thereto is condemned by public authority so that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises so that the premises become impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR thirty (30) days notice in writing of such termination.

30. SURRENDER OF PREMISES

At the termination of this Lease, COUNTY shall surrender the building to LESSOR in good condition and repair, except for normal wear and tear. COUNTY shall be under no obligation to repair or restore the whole or any portion of the building which may be damaged by reason of fire, earthquake, the elements, or other casualty.

31. NUCLEAR FREE CLAUSE

LESSOR certifies by its signature below that LESSOR is not a nuclear weapons contractor, in that LESSOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. LESSOR agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Lease if it determines that the foregoing certification is false or if LESSOR becomes a nuclear weapons contractor.

32. LESSOR DEFAULT

Except where another time limit is specifically provided in the Lease, LESSOR shall be in default of this Lease if it fails or refuses to perform any material provision of this

Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by COUNTY to LESSOR. LESSOR shall not be in default of this Lease if LESSOR commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

33. COUNTY'S REMEDIES ON LESSOR'S DEFAULT

COUNTY, at any time after LESSOR is in default, can terminate this Lease or cure the default at LESSOR'S cost. If COUNTY at any time, by reason of LESSOR'S default, pays any sum or does any act that requires the payment of any sum, the sum paid by COUNTY shall be due from LESSOR to COUNTY within ten (10) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date of notice of the sum until COUNTY is reimbursed by LESSOR. If LESSOR fails to reimburse COUNTY as required by this section, COUNTY shall have the right to withhold from future rent due the sum COUNTY has expended until COUNTY is reimbursed in full for the sum and interest on it. The remedies set forth in this section are in addition to and do not in any manner limit other remedies set forth in particular sections of this Lease.

34. COUNTY DEFAULT

Except where another time limit is specifically provided in the Lease, COUNTY shall be in default of this Lease if it fails or refuses to perform any material provision of this Lease that it is obligated to perform if the failure to perform is not cured within ten (10) days after written notice of the default has been given by LESSOR to COUNTY. COUNTY shall not be in default of this Lease if COUNTY commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default.

35. LESSOR'S REMEDIES ON COUNTY'S DEFAULT

In the event of any default not cured by COUNTY within ten (10) days herein set forth, LESSOR may re-enter and regain possession of premises in the manner provided by the laws of unlawful detainer of the State of California then in effect. In addition, LESSOR may, in the event of default by COUNTY, elect to exercise any of the remedies described in California Civil Code Sections 1951.2 and 1951.4. LESSOR may continue Lease in effect after COUNTY'S breach and abandonment and recover

rent as it becomes due, if COUNTY has the right to sublet or assign, subject only to reasonable limitations.

36. TERMINATION

COUNTY reserves the right to terminate this Lease, upon seven (7) days written notice, upon the happening of one or more of the following as it relates to the leased premises:

A. The making by LESSOR of any general assignment for the benefit of creditors.

B. Intentionally supplying COUNTY with false or misleading information or misrepresenting any material fact on its application or documents or in its statements to or before COUNTY.

37. NOTICE

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail to the respective addresses set forth below. Notice shall be deemed communicated two (2) COUNTY working days from time of mailing if mailed as provided herein or upon receipt if served personally.

**LESSOR: Robert R. Jones
DBA PUBA Properties
2185 Greenwood Heights Drive
Kneeland CA 95549**

**COUNTY: County of Humboldt
Administrative Services
Real Property Division
825 Fifth Street, Room 103
Eureka, CA 95501**

38. **ASSIGNMENT**

LESSOR'S prior written consent to COUNTY'S sublease, transfer, assignment, or hypothecation of this Lease or a portion thereof for similar and compatible use shall be required but not unreasonably withheld. Any such approved sublease, transfer, assignment or hypothecation of the Lease, however, shall not alter, affect, defeat or diminish the COUNTY'S liability and responsibility under the Lease. COUNTY shall remain primarily liable for the rental to be paid under this Lease and the performance of all terms and conditions of this Lease.

39. **LEASE MODIFICATION**

This Lease may be modified only by subsequent written agreement signed by COUNTY and LESSOR.

40. **LESSOR NOT OFFICER, EMPLOYEE OR AGENT OF COUNTY**

While engaged in carrying out and complying with the terms and conditions of this Lease, LESSOR is an independent contractor and not an officer, employee, or agent of COUNTY.

41. **ATTORNEYS' FEES**

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Lease to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to court costs, reasonable attorneys' fees (including reasonable value of services rendered by County Counsel) to be fixed by the court, and such recovery shall include court costs and attorneys' fees (including reasonable value of services rendered by County Counsel) on appeal, if any. As used herein, the party prevailing" shall mean the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor a final judgment is rendered.

42. **ESTOPPEL CERTIFICATES**

At any time, with at least thirty (30) days prior notice by LESSOR, COUNTY shall execute, acknowledge, and deliver to LESSOR a certificate certifying:

- A. Commence date and term.
- B. Amount of minimum monthly rent.
- C. Dates to which rent and other charges have been paid.
- D. Lease is unmodified and in full force or, if there have been modifications, that Lease is in full force, as modified, and stating the date and nature of each modification.
- E. No notice has been received by COUNTY of any default by COUNTY that has not been cured, except, if any exist, those defaults must be specified in the certificate, and COUNTY must certify that no event has occurred that, but for the expiration of the applicable time period or the giving of notice or both, would constitute an Event of Default under this Lease.
- F. No default of LESSOR is claimed by COUNTY, except, if any, those defaults must be specified in the certificate.
- G. Other matters as may be reasonably requested by LESSOR.

Any certificate may be relied on by prospective purchasers, mortgagees, or beneficiaries under any deed of trust on the premises or any part of it.

43. MERGER

The voluntary or other surrender of this Lease by COUNTY, or a mutual cancellation of the Lease, or a termination by LESSOR shall not work a merger and shall, at the option of LESSOR, terminate all or any existing subtenancies or may, at the option of LESSOR, operate as an assignment to a LESSOR of any of the subtenancies.

44. PARTIAL INVALIDITY

Should any provision of this Lease be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Lease shall remain in effect, unimpaired by the holding.

45. TIME OF ESSENCE

Time is of the essence in this Lease.

46. SUBORDINATION

A. This Lease shall be subordinate to any deed of trust, or any other hypothecation for security now or later placed upon the premises and to any advances made on the security of it or LESSOR'S interest in it, and to all renewals, modifications, consolidations, replacements, and extensions of it. However, if any encumbrance holder elects to have this Lease deemed in existence prior to the lien of its deed of trust and gives notice of that to COUNTY, this Lease shall be deemed prior to the deed of trust, whether this Lease is dated prior or subsequent to the date of the deed of trust, or the date of recording of it. If any deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the beneficiary, COUNTY shall attorn to the purchaser at the foreclosure sale or to the grantee under the deed in lieu of foreclosure. COUNTY agrees to execute any documents, in form and substance reasonably acceptable to COUNTY, required for the subordination of this Lease or to make this Lease prior to the lien of any deed of trust, or to evidence the attornment.

B. If any deed of trust to which this Lease is subordinate is foreclosed or a deed in lieu of foreclosure is given to the beneficiary, this Lease shall not be barred, terminated, cut off, or foreclosed. Neither shall the rights and possession of COUNTY under this Lease be disturbed, if COUNTY is not then in default in the payment of rental and other sums due under this Lease or otherwise in default under the terms of this Lease, and if COUNTY attorns to the purchaser or grantee as provided in Section A or, if requested, enters into a new lease for the balance of the term of this Lease on the same terms and provisions in this Lease. COUNTY'S covenant under Section A to subordinate this Lease to any deed of trust, or other hypothecation later executed is conditioned on each senior instrument containing the commitments specified in this subsection.

47. WAIVER OF BREACH

The waiver by COUNTY or LESSOR of any breach of any provisions of this Lease shall not constitute a continuing waiver of any subsequent breach of the same or a different provision of this Lease; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Lease, except as to the payment of rent accepted.

48. BREACH, REMEDY FOR

In the event of breach of this Lease by LESSOR or COUNTY, COUNTY and/or LESSOR shall have all rights and remedies provided by law.

49. BINDING EFFECT

All provisions of this Lease shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors, and assigns.

50. JURISDICTION AND APPLICABLE LAWS

This Lease shall be construed under the laws of the State of California. Any dispute arising hereunder or relating to this Lease shall be litigated in the State of California and venue shall lie in the County of Humboldt.

51. INTERPRETATIONS

As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.

52. AGREEMENT SUPERSEDES PREVIOUS LEASES

This Lease supersedes the Lease executed on April 23, 1991, and the Lease executed on June 7, 1994.

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IN WITNESS WHEREOF, this Lease has been executed by the parties hereto upon the date first written above.

(SEAL)
ATTEST:

LESSOR:
ROBERT R. JONES,

CLERK OF THE BOARD

DBA PUBA PROPERTIES,
A SOLE PROPRIETORSHIP

BY *Ma Lanzoneri*
1 JAN - 5 1999

BY *Robert R. Jones*

APPROVED AS TO FORM:
COUNTY COUNSEL

BY *R. R. Jones*
DEPUTY

COUNTY OF HUMBOLDT

BY *Stanley A. ...*
CHAIRMAN,
BOARD OF SUPERVISORS
COUNTY OF HUMBOLDT,
STATE OF CALIFORNIA

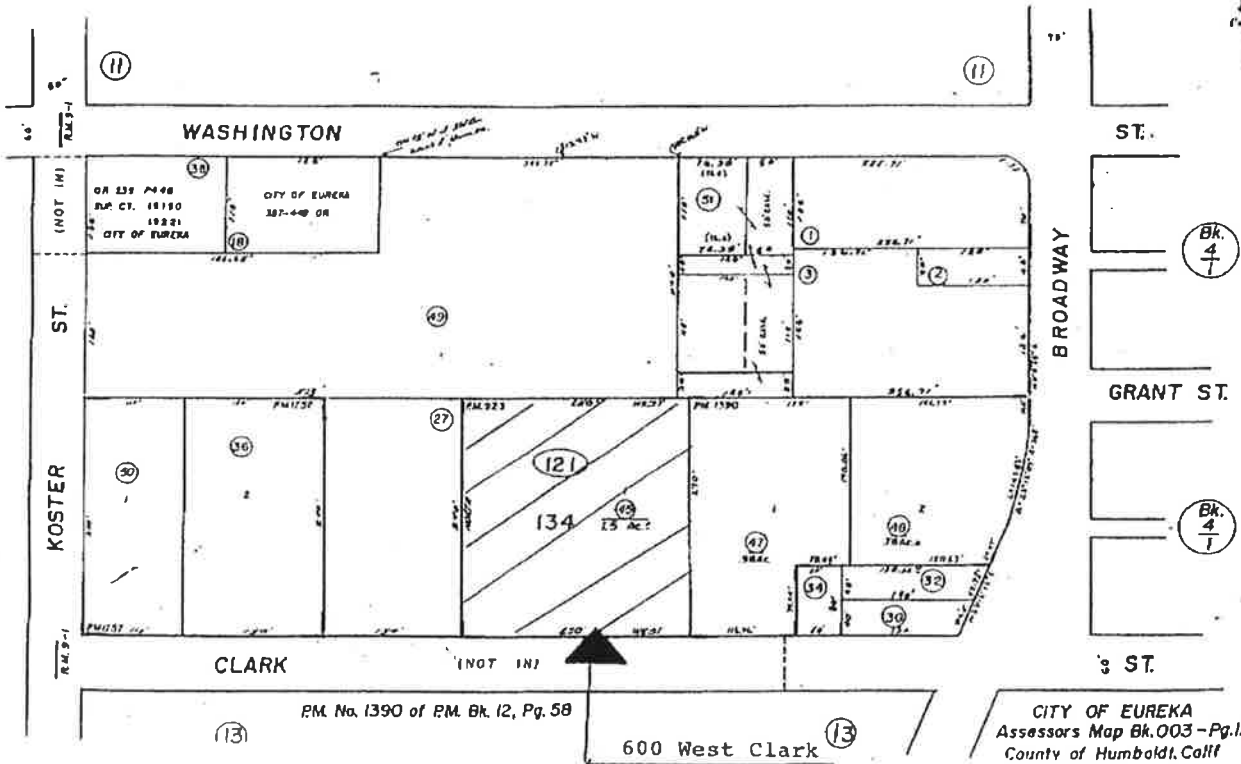
INSURANCE CERTIFICATES
REVIEWED AND APPROVED

BY *Kimberly A. ...*
RISK MANAGER

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POR. SEC. 21, T.5 N., R.1 W., H.B. & M.
CITY OF EUREKA

3-12



600 WEST CLARK STREET

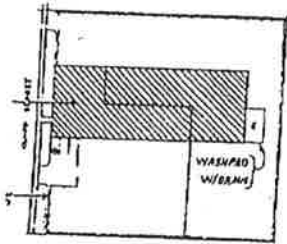
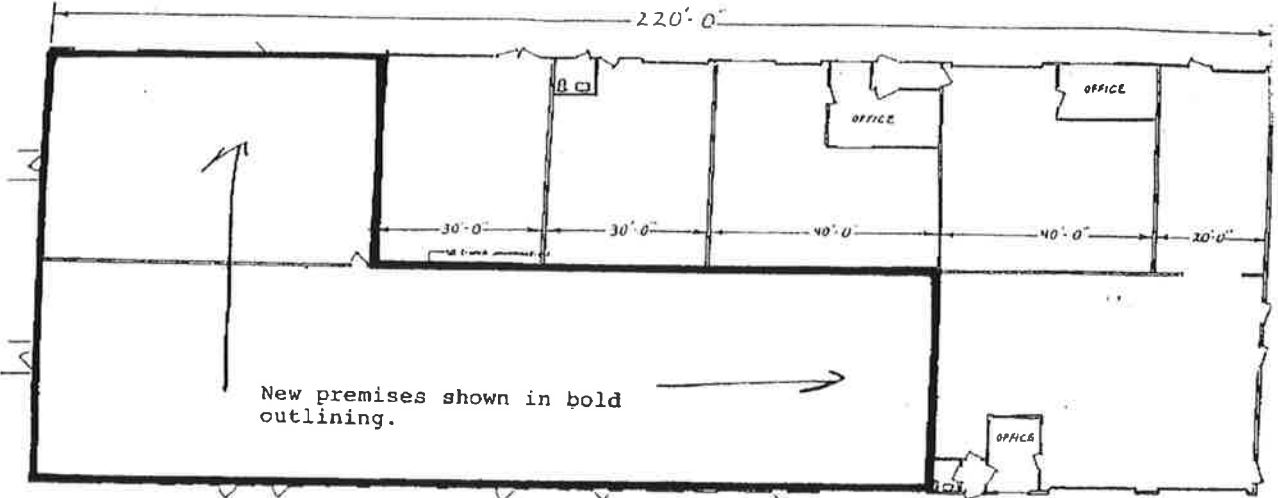


EXHIBIT C

Exhibit D

Tenant improvements pursuant to section 9, BUILDING MODIFICATIONS, of this Lease between ROBERT R. JONES, dba PUBA PROPERTIES, and the COUNTY OF HUMBOLDT, shall be as follows:

Tenant improvements illustrated in attached blueprints entitled *INTERIOR BUILDING REMODEL, 600 West Clark St., APN 003-121-45*, dated November 16, 1998, and prepared by Thomas L. Whitchurch, P.E. as follows:

- a. Demolish existing concrete entry walk and build new concrete entry walks to provide handicapped access to building entrance.
- b. Relocate one wall of interior utility closet, located to the immediate left of building entrance as you enter, to provide clearance from building entrance required for handicapped access. Relocate electrical panel and telecommunication wiring within closet as necessary.
- c. Replace building entrance threshold to provide handicapped access.
- d. Paint and post indicated handicapped signage.
- e. Demolish interior walls and wood frame ceiling in rooms #101 and #116.
- f. Extend wall height where necessary to accommodate new ceiling in rooms #101 and #116
- g. Replace suspended acoustic ceiling and insulation in rooms #101 and #116.
- h. Remove platform under toilet(water closet) and submerge toilet drain line in room #114 to provide handicapped accessibility.
- i. Replace toilets and urinals in rooms #104 and #114 to provide handicapped accessibility.
- j. Install grab bars in room #114 to provide handicapped accessibility.

- k. Install wall outlets, floor outlets, and light fixtures as indicated.
- l. Install conduit and junction boxes for telecommunications as indicated.

Additional tenant improvements not illustrated in the blueprints as follows:

- m. Relocate drinking fountain.
- n. Relocate heating unit in attic of rear office area to accommodate new ceiling in room #116.
- o. Install fixed pane window in interior wall separating room #113 from room #116: , 4'-0"W x 3'-0"H.
- p. Install two fixed pane windows in interior wall separating room #118 from room #116, one on each side of door connecting said rooms. The one nearest exterior wall of building to be 4'-0"W x 3'-0"H, and the one to the interior of the building to be 5'-0"W x 3'-0"H.
- q. Make door between room #115 and E-Bay operable. County will need to relocate file shelves on E-Bay side of said door to provide access.
- r. Drywall, tape, and texture where necessary and paint office areas.
- s. Install new floor coverings in office areas as specified in section 19 A. (8), MAINTENANCE AND REPAIRS, of this Lease.
- t. Remove existing fence and gate on the east side of the building which currently separates State and County parking.

Robert Jones
 PS3 - 600 W. Clark

EXHIBIT D

A	D	F	F	G	H	I
1						
2		CONTRACT PRICE	90,850.00			
3		COST BREAKDOWN				
4		SUB TOTALS	74,850.00			
5	MAP					
6	K1	SECTION ONE, SOFT COSTS				
7						
8	K47	PLANS	3,000.00			
9		PLAN COPIES	100.00			
10	K212	PERMITS	1,500.00			
11	K347	LIABILITY INSURANCE	500.00			
12						
13		SECTION 2, SITE CONDITIONS				
14						
15	K377	TEMPORARY TOILET	120.00			
16	K392	BIN RENTAL				
17	K407	SUPERVISION	2,800.00			
18	K527	JOB CLEANUP, MAINTENANCE				
19	K542	DUMP FEES	2,500.00			
20	K557	RENTALS	500.00			
21						
22		SECTION 3, SITEWORK				
23						
24		SECTION 4, CONCRETE				
25						
26	K947	CONCRETE	100.00			
27		concrete sawing, demo	400.00			
28	K962	CONCRETE PUMP				
29	K977	FOUNDATION LABOR	400.00			
30	K922	FOUNDATION RENTALS	200.00			
31						
32		SECTION 5, STRUCTURE				
33						
34		DEMOLITION	6,560.00			
35	K1082	ROUGH LUMBER, SIDING	2,000.00			
36	K1127	ROUGH CARPENTRY	13,120.00			
37	K1142	ROUGH HARDWARE	800.00			
38	K1247	DOORS				
39	K1262	WINDOWS				
40	K1427	INSULATION	500.00			
41						
42		SECTION 6, SYSTEMS				
43						
44	K1472	PLUMBING	1,800.00			
45	K1487	SEWER EXTENSION				
46	K1502	SEWER PUMP				
47	K1517	HVAC	1,500.00			
48	K1532	GUTTERS, SHEET METAL				
49	K1547	ELECTRICAL	5,400.00			
50	K1562	LIGHTING, FIXTURES				

EXHIBIT - D

A	D	E	F	G	H	I
51	K1622	SECURITY SYSTEM				
52	K1667	PHONE SYSTEM				
53	K1682	CABLE TV				
54	K1697	DATA SYSTEMS	800.00			
55						
56		SECTION 7, FINISHES				
57						
58	K1757	STUCCO				
59	K1772	PAINTING	5,500.00			
60	K1802	DRYWALL	3,800.00			
61	K1812	ACOUSTICAL CEILING	3,000.00			
62	K1832	CABINETS				
63	K1847	COUNTERS				
64	K1862	SPECIAL WALL COVERINGS				
65	K1922	INTERIOR FINISH CARPENTRY	2,050.00			
66		INTERIOR FINISH LUMBER	400.00			
67		FINISH HARDWARE				
68		HANDICAP FEATURES	1,800.00	entry		
69		SIGNAGE, NUMBERING				
70		FIRE EXTINGUISHERS				
71		FLOOR COVERINGS	13,000.00			
72		BATH HARDWARE	200.00			
73		MIRRORS				
74		FINAL CLEANUP	500.00			
75						
76		SUB-TOTAL	74,850.00			
77		CONTINGENCIES				
78		OVERHEAD	8,000.00			
79		PROFIT	8,000.00			
80		FINAL	90,850.00			
81			FINAL	CURRENT	INITIAL BIDS	ESTIMATE
82		Loan fees, escrow fees				
83		appraisal fees	4,150.00			
84						
85		TOTAL	\$95,000.00			
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