



# LASSEN COUNTY

## Health and Social Services Department

- ☒ **HSS Administration**
- ☐ **Public Guardian**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8128
- ☐ **Grant and Loans Division**  
1400 Chestnut Street, Ste. C  
Susanville, CA 96130  
(530) 251-8309
- ☐ **Behavioral Health**  
555 Hospital Lane  
Susanville, CA 96130  
(530) 251-8108/8112  
  
**Brashear Annex**  
700 Brashear Street  
Susanville, CA 96130  
(530) 251-8112
- ☐ **Patients' Rights Advocate**  
336 Alexander Avenue  
Susanville, CA 96130  
(530) 251-8322
- ☐ **Public Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Environmental Health**  
1445 Paul Bunyan Road  
Susanville, CA 96130  
(530) 251-8183
- ☐ **Community Social Services**  
1400 Chestnut Street, Ste A  
Susanville, CA 96130  
  
**LassenWORKS  
Business & Career Network**  
PO Box 1359  
1616 Chestnut Street  
Susanville, CA 96130  
(530) 251-8152  
  
**Child & Family Services**  
1600 Chestnut Street  
Susanville, CA 96130  
(530) 251-8277  
  
**Adult Services**  
PO Box 429  
1400 Chestnut Street, Ste B  
Susanville, CA 96130  
(530) 251-8158
- ☐ **HSS Fiscal**  
PO Box 1180  
Susanville, CA 96130  
(530)251-2614

**Date:** May 9, 2023

**To:** Gary Bridges, Chairman  
Lassen County Board of Supervisors

**From:** Barbara Longo, Director  
Health and Social Services

**Subject:** Lease Agreement between Lassen County Health and Social Services and McNeill Properties 2, LLC for the property located at 1345 Paul Bunyan Road, Unit A and 1445 Paul Bunyan Road, Unit A for the term of May 1, 2023 through June 30, 2028.

### Background:

In February 2023, the Health and Social Services Agency (HSS) received a phone call from Banner Lassen informing us of their intent to vacate the buildings located at 1345 Paul Bunyan Road, Unit A and 1445 Paul Bunyan Road, Unit A, Susanville. The owner of both buildings is the same owner that we lease the Public Health Building from. HSS has been in contact with the property owner and he has agreed to move forward with a lease to HSS that would become effective May 1, 2023.

HSS has evaluated the buildings and have come up with a plan to expand Public Health Services into a newly formed Public Health Clinic to be located at 1345 Paul Bunyan Road, Unit A and a Public Health Education Center to be located at 1445 Paul Bunyan Road, Unit A.

HSS Administrative Staff will be moving from 336 Alexander to 1445 Paul Bunyan Road, Unit B in place of the staff that will be moving to the newly formed Clinic and Education Center.

This will allow the majority of the HSS Staff to be able to provide services from one central location.

### Fiscal Impact:

There is no impact to County General Funds.

### Action Requested:

1) Approve Agreement with McNeill Properties 2, LLC and 2) Authorize the CAO to execute the agreement



**LEASE AGREEMENT  
BETWEEN  
MCNEILL PROPERTIES 2, LLC  
AND  
LASSEN COUNTY HEALTH AND SOCIAL SERVICES**

**ARTICLE 1: PARTIES**

Section 1.01 This Lease is entered into between McNeill Properties 2, LLC, of California, hereafter referred to as "Landlord"; and LASSEN COUNTY, a political subdivision of the State of California, hereafter referred to as "Tenant".

**ARTICLE 2: PREMISES**

Section 2.01 Landlord Leases to Tenant, and Tenant hires from Landlord, for the term, at the rental and upon the conditions in this Lease, the real property in Susanville, County of Lassen, State of California, located at 1445 Paul Bunyan Road, Unit A, and 1345 Paul Bunyan Road, Unit A, Susanville, Lassen County, California.

**ARTICLE 3: LEASE TERM**

Section 3.01 The term of this Lease shall be May 1, 2023 to June 30, 2028.

Section 3.02 Holding over after the expiration of the term of this Lease, or upon earlier termination, shall be a tenancy from month to month, on the same terms and conditions of this lease.

Section 3.01 This lease may be terminated by either party with 90 days written notice.

**ARTICLE 4: RENT**

Section 4.01 For and during the term of this Lease, Tenant shall pay to McNeill Properties 2, LLC for the use and occupancy of the Premises, payable in advance on the first (1<sup>st</sup>) day of each and every month, commencing May 1, 2023, and on the 1<sup>st</sup> day of each succeeding month during the term hereof the sum as described below. Monthly Rent for 1445 Paul Bunyan, Unit A is \$650 per month and for 1345 Paul Bunyan Road, Unit A is \$1,750 per month for a total monthly rent amount of \$2,400 to be made payable to Susanville Real Estate in accordance with the attached Property Management Agreement.

**ARTICLE 5: UTILITIES**

Section 5.01 Tenant shall pay for all water, gas, heat, light, power, telephone service, rubbish removal, and all other utilities services of any kind and nature whatsoever, supplied to and used on the Premises by Tenant except as provided in Section 5.02, below.

Section 5.02 Landlord shall pay for all exterior lighting and the repair and maintenance of the parking lot and common areas, including snow removal.

\_\_\_\_ County Initials  
McNeill Properties 2, LLC v.1 23.28 (1345A & 1445A)

Agency Initials \_\_\_\_\_

AGREEMENT BETWEEN LASSEN COUNTY AND MCNEILL PROPERTIES 2, LLC

## ARTICLE 6: USE AND OCCUPANCY

Section 6.01 Tenant shall use the Premises solely as an office and other related activities associated with the Lassen County Health and Social Services Programs. Landlord acknowledges that Landlord is familiar with and consents to the scope of use.

Section 6.02 Tenant shall comply with and conform to all laws and regulations, municipal, state, and federal, and any and all applicable requirements and orders of any municipal, state, or federal board or authority, present or future, in any way relating to the condition, use, or occupancy of the Premises throughout the entire term of this Lease.

Section 6.03 Tenant agrees, in using the Leased Premises:

- a) Not to commit any waste or suffer any waste to be committed upon the leased Premises;
- b) Not to commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any occupant of nearby property;
- c) Not permit any activity or activities which might cause unreasonable annoyance to adjoining landowners.

## ARTICLE 7: ALTERATIONS, REPAIRS, RESTORATION

Section 7.01 Tenant may make installations, additions or improvements in or to the Premises, and structural alterations or changes either to the interior or exterior of the building on said Premises as Tenant desires, so long as all such work is done at Tenant's sole expense and upon approval of the Landlord in writing. Landlord's approval shall not be unreasonably withheld.

Section 7.02 All alterations, additions, or improvements which are made in or to the Premises shall be surrendered with said Premises upon the termination of this Lease.

Section 7.03 Landlord agrees, at the expense of Landlord, to maintain the Premises in good condition and repair throughout the term of this Lease, except that alterations or changes made by Tenant pursuant to Section 7.01 shall be maintained in good repair by Tenant.

## ARTICLE 8: CONDEMNATION

Section 8.01 If during the term hereof there shall be a "total taking" by any other public authority under the power of eminent domain, then the leasehold estate of Tenant in the Premises shall cease and terminate as of the date actual physical possession thereof shall be taken. "Total taking" is defined to be the taking of the entire Premises under the power of eminent domain or a taking of so much of the Premises as to prevent or substantially impair the conduct of Tenant's business therein. All compensation and damages awarded for the taking of the Premises in such event shall be the sole property of Landlord.

## ARTICLE 9: INDEMNITY AND INSURANCE

Section 9.01 Tenant agrees to protect, indemnify, and save Landlord harmless from and against any and all liability to third parties resulting from Tenant's occupation and use of the Premises, specifically including, without limitations, any claim, liability, loss, or damage arising by reason of:

- a) The death or injury of any person or persons, or by reason of the damage to or destruction of any property, including property owned by Tenant or any person who is an employee or agent of Tenant, and caused or allegedly caused by either the condition of the Premises, or some act or omission of Tenant or of some agent, contractor, employee, servant, subtenant, or concessionaire of Tenant on the Premises;
- b) Any work performed on the Premises or materials furnished to the Premises at the instance or request of Tenant or any agent or employee of Tenant; and
- c) Tenant's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on Landlord or the Premises by any duly authorized governmental agency or political subdivision.

Except that Landlord shall be liable to Tenant for damage resulting from the acts or omissions of Landlord or Landlord's authorized representatives. Landlord shall hold Tenant harmless from all damages arising out of such damage.

**Section 9.02** Tenant shall, at its own cost and expense, procure and maintain during the entire term of this lease public liability insurance and property damage insurance issued by an insurance company acceptable to Landlord and insuring Landlord against loss or liability caused by or connected with Tenant's occupation and use of the Premises under this lease in amounts not less than:

- a) \$500,000.00 for injury to or death of one person and, subject to that limitation for the injury or death of one person, of not less than \$1,000,000.00 for injury to or death of two or more persons as a result of any one accident or incident; and
- b) \$300,000.00 for damage to or destruction of any property of others.

General Liability (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, Liability and Owners and Contractors Protective Liability in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**Section 9.03** Landlord shall, during the term of this Lease, procure, carry, and pay for fire and extended coverage insurance, insuring the building and other improvements on the Premises. The term "extended coverage" as used herein shall mean any casualties that are commonly included under the term "extended coverage" as that term is known and used in the casualty insurance business.

**Section 9.04** Landlord shall not be liable at any time for any loss, damage, or injury to the property or person of any person whomsoever at any time occasioned by or arising out of any act or omission of the Tenant, or of anyone holding under Tenant or the occupancy or use of the Premises.

**Section 9.05** Tenant shall provide a certificate of insurance to Landlord.

**Section 9.06** McNeill Properties 2, LLC shall be named as additional insured with respect to the use of the leased property under this lease.

\_\_\_\_ County Initials  
McNeill Properties 2, LLC v.1 23.28 (1345A & 1445A)

Agency Initials \_\_\_\_\_

AGREEMENT BETWEEN LASSEN COUNTY AND MCNEILL PROPERTIES 2, LLC

## ARTICLE 10: ASSIGNMENT AND SUBLEASING

Section 10.01 Tenant shall not assign, mortgage, or hypothecate this Lease, in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord in each instance. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. Landlord's consent will not unreasonably be withheld. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

## ARTICLE 11: DEFAULT OR REMEDIES

Section 11.01 Landlord may at their option, and without limiting Landlord in the exercise of any other right or remedy they may have on account of a default or breach by Tenant, exercise the rights and remedies specified in section 11.02 if:

- a) Tenant defaults in payment of any money agreed to be paid by Tenant to Landlord for rent or for any other purpose under this Lease, and if such default continues for thirty (30) days after written notice to Tenant by Landlord;
- b) Tenant abandons the Premises for a period of thirty-five (35) days;
- c) Tenant defaults in performance of any of the other of its agreements, conditions, or covenants under this Lease and such default continues for thirty-five (35) days, plus such a period of delay as Tenant may encounter in the performance of their agreements by reason of matters beyond the control of Tenant.

Section 11.02 On any breach, default or abandonment Landlord may exercise any of the following rights after the periods of times stated in section 11.01:

- a) Immediately re-enter and remove all persons and property from the Premises. In the event of any such re-entry by Landlord, Landlord may make any repairs, additions, or improvements in, to or upon the Premises which may be necessary or convenient; provided, however, that Landlord shall be entitled to recover from Tenant the expense of said repairs or alterations only to the extent necessary to restore the building to the condition that it was in on the commencement of the term of the Lease, reasonable wear and tear and improvements authorized as provided in Section 7.01 excepted. In such instance, the Lease will be terminated, and Landlord will be entitled to otherwise recover all damages allowable under law or this Lease.
- b) To collect by suit or otherwise each installment or other sum as becomes due hereunder, or to enforce, by suit or otherwise, any other term or provisions hereof or on the part of Tenant required to be kept or performed, it being specifically agreed that all unpaid installments of rent or other sums shall bear interest at the highest legal rate from the due date thereof until paid.
- c) Terminate this Lease, in which event Tenant agrees to immediately surrender possession of the Premises and to pay to Landlord, in addition to any other remedy Landlord may have, all damages Landlord may incur by reason of Tenant's defaults, including the cost of recovering the Premises.



- d) In the event that this lease is terminated due to an uncured default by the County hereunder, Landlord may declare all rent payments to the end of County's then current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall Landlord be entitled to a remedy of acceleration of the total rent payments due over the term of the Lease. The parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18 of the California Constitution. Landlord acknowledges and agrees that said Article 16, section 18 of the California Constitution supersedes any law, rule, regulation or statute which conflicts with the provision of this paragraph. Notwithstanding the foregoing, Landlord may have other rights or civil remedies to seek relief due to the County's default under the lease. Such rights or remedies may include a right to continue the County's right to possession under the Lease and sue for the rent as it becomes past due.
- e) Landlord's failure to take advantage of any default or breach of covenant on the part of the Tenant shall not be, nor be construed as a waiver thereof, nor shall any custom or any practice which may grow up between the parties in the course of administering this instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant, or condition hereof, or to exercise any rights given them on account of any such default.

### ARTICLE 13: GENERAL PROVISIONS

Section 13.01 Tenant shall peaceably give up and surrender to Landlord the Premises and every part thereof to Landlord at the termination of this Lease in as good a condition and repair as reasonable use and wear thereof will permit.

Section 13.02 In the event of a sale or conveyance by the Landlord of the Premises or any part containing said Premises, Landlord shall be released from any future liability upon any of the covenants or conditions, expressed or implied, in favor to Tenant, and in such event, Tenant agrees to look solely to the responsibility of the successor in interest to the Landlord in and to this Lease.

Section 13.03 Landlord shall be entitled, at all reasonable times, to go on the Premises for the purpose of inspecting the Premises, or for the purposes of inspecting the performance by Tenant of the terms and conditions of this Lease, or for the purpose of posting and keeping posted thereon notice of non-responsibility for any construction, alteration, or repair thereof as required or permitted by any law or ordinance.

Section 13.04 All provisions of this Lease shall be deemed as running with the land, and construed to be "conditions" as well as "covenants" as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

Section 13.05 Each and all of the covenants, conditions, and restrictions in this Lease shall inure to the benefit of and shall be binding upon the successors in interest of the parties.

Section 13.06 This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement, or Premises made by any party, or to any employee, officer, or agent of any party, which is not contained in this Lease shall be binding or valid.


Section 13.07 If any term, covenant, condition, or provision in this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 13.08 Shall either party commence any legal action proceeding against the other based on this Lease, the prevailing party shall be entitled to an award of attorney's fees.

**LANDLORD**

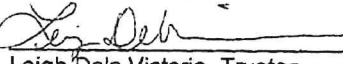
Dated: \_\_\_\_\_

By: \_\_\_\_\_

  
Livi Dela Victoria, Trustee

Dated: \_\_\_\_\_

By: \_\_\_\_\_

  
Leigh Dela Victoria, Trustee

**TENANT  
LASSEN COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Richard Egan  
County Administrative Officer

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Barbara Longo, Director  
Health and Social Services

Approved as to form:

Amanda Uhrhammer  
Lassen County Counsel







# PROPERTY MANAGEMENT AGREEMENT

(C.A.R. Form PMA, Revised 6/17)

Date Prepared: October 24, 2019

Effective Date: October 24, 2019

Property Address: 1114 East Street, Columbus, GA 31904

(Owner) and

(Broker) agree as follows:

1. **APPOINTMENT OF BROKER:** I, the undersigned, hereby appoint and grant Broker designation, Property Manager's the exclusive right to lease, manage and maintain the property as shown on 1114 East Street, Columbus, GA 31904. See attachment for any special properties and any additional property not now known. After this Agreement, "Property" shall mean the property as defined in the Agreement. This Agreement shall terminate on December 31, 2021 at 11:59 PM. If either party may terminate this Property Management Agreement ("Agreement"), on at least 30 days written notice. This Agreement shall continue as a non-exclusive agreement if at all parties may terminate by giving at least 30 days written notice to the other.
2. **PROPERTY MANAGER ACCEPTANCE:** Property Manager accepts the appointment, a signed and signed copy of this Agreement.
3. **AUTHORITY AND POWERS:** Owner grants Property Manager the authority and power, at Owner's expense, to:
  - A. **ADVERTISING:** Display FOR RENT, LEASE and similar signs in the Property. Advertise the availability of the Property, in any part thereof, for rental, lease in the Multiple Listing Service and other online media.
  - B. **RENTAL, LEASING:** Institute sign rental, modify or cancel rental agreements and leases for the Property, or any part thereof, subject and pay receipts for rents, other fees, charges, and security deposits. Any other rental agreement executed by Property Manager for Owner shall not exceed 3 years (or 1 shall be month-to-month) unless Owner authorizes otherwise in writing. A minimum of 1 month (or 1 month) per OR see attachment.
  - C. **TENANCY TERMINATION:** Sign and serve in Owner's name notices that are required or appropriate, commence and prosecute actions to evict tenants, recover possession of the Property in Owner's name, recover rents and other sums due, and, within expedient, settle compromise and release claims, actions and suits against re-tenant tenants. If landlord permits Tenant to pay rent by direct deposit such as wire or electronic transfer or other online method, Landlord should discuss with a Landlord-Tenant attorney the advisability of doing so in the event Tenant defaults and an expedient, such as necessary.
  - D. **REPAIR, MAINTENANCE:** Make, cause to be made, and/or supervise repairs, improvements, alterations and foundations to the Property, purchase and pay bills for, services and supplies. Owner agrees that state and local water use restrictions will supersede any obligation by Property Manager or any Tenant to water/maintain gardens, landscaping trees or shrubs. Property Manager shall obtain prior approval of Owner for all expenditures over \$ 500.00 for any one item. Their approval shall not be required for repairs or repairs or requiring operating expenses or if in Property Manager's opinion, emergency expenditures over the maximum are needed to protect the Property or other properties from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition for human habitation as required by Civil Code §§ 1904 and 1911 and Health and Safety Code §§ 17920.3 and 17920.10.
  - E. **REPORTS, NOTICES AND SIGNS:** Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
  - F. **CONTRACTS; SERVICES:** Contract, hire, supervise and/or discharge firms and persons, including utilities, related to the operation and maintenance of the Property. Property Manager may perform any of Property Manager's duties through attorneys, agents, employees or independent contractors and, except for persons working in Property Manager's firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
  - G. **EXPENSE PAYMENTS:** Pay expenses and costs for the Property from Owner's funds held by Property Manager, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes. Owner's funds, if in a trust account, shall be subject to maintenance and premiums.
  - H. **SECURITY DEPOSITS:** Receive, administer, deposit, hold, collect, and disburse security deposits. If placed in Property Manager's trust account and it held in Property Manager's trust account, it is from Owner's funds, at least in amounts security deposits, if required by law or otherwise. Owner shall be responsible for the security of the funds, if placed in a trust account, but no security deposits held by Owner.
  - I. **TRUST FUNDS:** Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose accounts are insured by an agency of the United States government. The funds shall be held in a trust account, separate from Property Manager's personal accounts. Property Manager shall not be liable in event of bankruptcy or failure of a financial institution.
  - J. **RESERVES:** Maintain a reserve in Property Manager's trust account of \$ 500.00.
  - K. **DISBURSEMENTS:** Disburse Owner's funds held in Property Manager's trust account in the following order:
    - (1) Compensation due Property Manager under paragraph 2
    - (2) All other operating expenses, costs and disbursements payable to a Property Manager's trust account
    - (3) Reserve and security deposits held by Property Manager
    - (4) Balance to Owner

Owner's initials:                     

Signature of Broker:                     

PMA REVISED 6/17 (PAGE 1 OF 4)

PROPERTY MANAGEMENT AGREEMENT (PMA PAGE 1 OF 4)

Subscribed and sworn to before me this 24 day of October, 2019.

Notary Public

State of GA

County of Franklin

My commission expires on 12/31/2021

My commission number is 114





Owner Name: McNeill Properties LLC

Date: June 7, 2011

- Owner has no reproductive materials or pests on the Property, except  
Owner has no knowledge of asbestos currently in the Property, except

9. **PEST CONTROL:** Owner understands that the State of Maryland has adopted the Maryland Pesticide Control Act, which requires that the Property Manager, within 3 days, will provide the Property Manager a copy of the latest, properly printed, Owner's Pesticide Control Company.
10. **METH CONTAMINATION:** Owner has no knowledge of methamphetamine contamination in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
11. **BFO BUG DISCLOSURE:** Owner understands that beginning July 1, 2011, and for January 1, 2012, all tenants must be notified in writing regarding the presence of BFO Bugs. Owner has no knowledge of BFO Bugs in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
12. **WATER SUBMETERS:** The Property Manager, who is responsible for the water meter, has installed a submeter to measure and charge water and utility for water usage. Since January 1, 2011, Owner agrees to comply with Civil Code § 35-1954 (2011) through 2011 and 2012, which requires the Property Manager to provide the required Water Submeter Agreement (A/R Form WSM).
13. **CARBON MONOXIDE DETECTORS:** The Property Manager has installed carbon monoxide detectors in the Property, which are required by the State of Maryland. Owner has no knowledge of carbon monoxide detectors in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
14. **SMOKE ALARMS:** The Property Manager has installed smoke alarms in the Property, which are required by the State of Maryland. Owner has no knowledge of smoke alarms in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
15. **WATER CONSERVING PLUMBING FIXTURES:** The Property Manager has installed water conserving plumbing fixtures in the Property, which are required by the State of Maryland. Owner has no knowledge of water conserving plumbing fixtures in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
16. **WATER HEATERS:** The Property Manager has installed water heaters in the Property, which are required by the State of Maryland. Owner has no knowledge of water heaters in the Property, except for the purpose of the Property Manager's duty of the order, containing the following information:
17. **PROP. 65 WARNING NOTICE:** Landlord has not posted a proposition 65 warning notice on the Property.
18. **COMPENSATION:**
- A. Owner agrees to pay Property Manager fees and charges, estimated below:
- (1) Management fee
  - (2) Renting or Leasing fee
  - (3) Eviction fee
  - (4) Preparing Property for rental or lease
  - (5) Managing Property during extended periods of vacancy
  - (6) An overhead and service fee added to the price of all work performed by, or at the direction of, Property Manager
  - (7) Other
- B. This Agreement shall include the following services: property sales, financing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or other meetings.
- If Owner requests Property Manager to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.
- C. Property Manager may divide compensation, fees and charges due under this Agreement in any manner acceptable to Property Manager.
- D. Owner further agrees that:
- (1) Property Manager may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (iv) late payments; and (v) any other services that are not in conflict with this Agreement.
  - (2) Property Manager may perform any of Property Manager's duties and obtain necessary products and services through affiliated companies or organizations, in which Property Manager may own an interest. Property Manager may receive fees, commissions or other profits from these affiliated companies or organizations. Property Manager has an ownership interest in the following affiliated companies or organizations:
- Property Manager shall disclose to Owner any other such relationships as they occur. Property Manager shall not receive any fees, commissions or profits from affiliated companies or organizations, in the performance of this Agreement, without prior disclosure to Owner.
- (3) Other:
19. **AGENCY RELATIONSHIPS:** Property Manager may act, and Owner hereby consents to Property Manager acting as, the agent for Owner and tenant(s) in any resulting transaction if the Property, including residential property with one-to-four dwelling units and two-to-four units, permits a tenancy in excess of one year. Owner acknowledges receipt of the Disclosure Regarding Agency Relationships (C.A.R. Form AD). Owner understands that Property Manager may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Property Manager, property, the same as or similar to Owner's Property. Owner consents to Property Manager's representation of other owner's properties before, during and after the expiration of this Agreement.
20. **NOTICES:** Any written notice to Owner or Property Manager required under this Agreement shall be served by certified mail, return receipt requested, or by first class mail, or by other means deemed appropriate by the Property Manager, at the address shown, or at any other address the parties may designate for all notices. Notices shall be deemed received seven (7) calendar days after deposit into the United States mail, or by other means deemed appropriate by the Property Manager.

Owner Signature: [Signature]

- 10/20/2012 10:11:11 AM



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9919.14. A seller's agent and a buyer's agent shall provide the offer and buyer's acceptance, if any, to the escrow agent promptly, in order to facilitate the transaction. 9919.15. The offer and the buyer's acceptance, if any, shall be provided to the escrow agent in a written form specified in Section 9919.16. The seller's agent shall provide the acceptance form to the buyer prior to delivery and the buyer, in return, (a) the buyer's agent shall present the acceptance form to the buyer as soon as it is capable of presenting the offer, able to purchase. If the offer is not made or not presented by the buyer's agent, the seller's agent shall present the acceptance form to the buyer not later than the first business day after receiving the offer to purchase from the buyer.

2079.16 Reproduced on Page 1 of 24 AD form

CONFIRMATION: The following contract information has been confirmed by the seller's agent.

(d) no disclosure and confirmation required by this section shall be in addition to the disclosure required by Section 207(14). An agent's duty to provide notice and confirm to a representative "this section may be performed by a real estate salesperson or broker affiliated with that broker."

2079-21 (a) I did report my net worth in the yearly statements of the judge, but I did not provide any information obtained from the prior 100,000 and any of my effort to improve my status in a way similar to the agreement. As indicated, all attempts obtained from the judge, not different from the information





## DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Seller's Brokerage Form to Seller)  
 Approved by the Real Estate Board  
 and ASB Form No. Revised 12/18

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year in duration, as defined in section 2079.13(g), (k), and (l).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should first determine the type of agency relationship or representation you wish to have with the agent in the transaction.

### SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a dual agent has the following affirmative obligations:

To the Seller: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honesty and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to or within the diligent attention and observation of the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### BUYER'S AGENT

A Buyer's agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent. Even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. Any agent acting as a Buyer's agent has the following affirmative obligations:

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honesty and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to or within the diligent attention and observation of the parties. An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

### AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more salespersons and broker associates, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

When representing both Seller and Buyer, a dual agent may not, without a written permission of the respective party, disclose to the other party confidential information, including but not limited to facts relating to either the Buyer's or Seller's financial situation, without the consent of the respective party. A dual agent must also disclose to both parties, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the asking price.

### SELLER AND BUYER RESPONSIBILITIES

Under the purchase agreement, a separate document will contain a confirmation of which agent is representing you, and confirm that agent is representing you exclusively in the transaction or acting as dual agent. Please pay attention to this confirmation as it affects your understanding of your agent's role.

The above duties of the agent in a real estate transaction do not release a Seller or Buyer from the responsibility to act in his or her own interests. You should carefully read all agreements to assure that there is no misapprehension or misunderstanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

If you are a Buyer, you have the duty to exercise reasonable care to identify your agent's conflicts with those facts concerning property which are known to you with a diligent attention and observation.

Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the tax and estate consequences of a transaction can be complex and subject to change.

Important: Real estate property transactions may receive more than one disclosure form, depending upon the number of agents attending in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. It is the duty of each agent to present this disclosure form to you. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

I/We, the Seller (Landlord, Tenant): \_\_\_\_\_

Signature of Agent: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name of Agent: \_\_\_\_\_

Printed Name of Broker: \_\_\_\_\_

AD REVISED 12/18 (PAGE 1 OF 2)





### ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 1

The following terms and conditions are hereby incorporated in and made a part of the        Purchase Agreement,        Residential Lease or Month-to-Month Rental Agreement.        Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind).   X   Other Property Management Agreement dated        on property known as 1316 Main Street

in which \_\_\_\_\_ is referred to as "Buyer/Tenant" and \_\_\_\_\_ is referred to as "Seller/Landlord".

Additional properties being developed are:  
 145 Paul Bunyan Road Suits A & B  
 146 Paul Bunyan Road Suits A & B  
 147 Paul Bunyan Road Suits A, B, C, & D  
 1993 Johnstown Road, Saginaw, Co 48601

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

SuperTalent

Seller/Landlord

Mayer-Tenani

## Belandiera

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS. NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISIONS IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON RESPONSIBLE FOR ADVISING ON REAL ESTATE TRANSACTIONS. IF YOU REQUIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.



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University of Maryland, College Park, MD 20742

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## ADDENDUM No. 2

(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), ☒ Other Property Management Agreement

dated June 1, 2019, on property known as 1516 Main Street & various properties  
Susanville, CA 96130 ("Property/Premises"),

in which \_\_\_\_\_ is referred to as ("Buyer/Tenant")  
 and McNeill Properties 2 LCC is referred to as ("Seller/Landlord").

Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

Property Agreement to be extended to 12/31/26. Additional properties are listed on addendum no 1.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord McNeill Properties 2 LCC Date 04/05/2023

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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## ADDENDUM (ADM PAGE 1 OF 1)