

RESOLUTION 25-2024

A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE CAMBRIA COMMUNITY SERVICES DISTRICT  
APPROVING A TEN-YEAR STANDARD COMMERCIAL LEASE AGREEMENT WITH  
LINNVESTMENTS, LLC FOR THE CCSD ADMINISTRATIVE OFFICES  
FOR THE PERIOD OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2034

The Board of Directors of the Cambria Community Services District does hereby resolve as follows:

1. The ten-year Standard Commercial Lease Agreement (“Lease”) with Linnvestments, LLC, attached hereto as Exhibit “A” and incorporated herein by this reference, for the period of October 1, 2024, through September 30, 2034, for a CCSD Administrative Office located at 2150 Main Street, #1-B, Cambria, CA 93428, at the initial monthly rental rate of \$1,952.00 is hereby approved; and
2. The CCSD General Manager is hereby authorized to sign the Lease and shall oversee the transition to the new office.

PASSED AND ADOPTED THIS 8<sup>th</sup> day of August, 2024.

DocuSigned by:  
*Tom Gray*  
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Tom Gray  
President, Board of Directors

ATTEST:  
DocuSigned by:  
*Haley Dodson*  
27CDBD8EE42E4C4...  
Haley Dodson  
Confidential Administrative Assistant

APPROVED AS TO FORM:  
DocuSigned by:  
*Timothy Carmel*  
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Timothy J. Carmel  
District Counsel

# STANDARD COMMERCIAL LEASE AGREEMENT

Linnvestments, LLC., herein called Lessor, hereby leases to Cambria Community Services District, herein called Lessee, those certain premises in the County of San Luis Obispo, State of California, described as follow: Cambria Medical Building, located at 2150 Main St., #1-B, Cambria, CA 93428 upon the following terms and conditions:

## Terms of Lease

The lease shall be for a term of 10 years, commencing on October 1, 2024, and ending on September 30, 2034, unless terminated as herein provided.

Should Lessee fully and faithfully perform all the terms and conditions of this lease for the full term specified, Lessee may extend this lease for a further term of 5 years, commencing on expiration of the full term specified herein, after giving Lessor written notice of intent to renew at least ninety days prior to expiration of term specified herein. At renewal, monthly rent must be renegotiated.

Should Lessee hold over and continue in possession of said premises after expiration of the term of this lease or any extension thereof, continued occupation of said premise shall be considered a month-to-month tenancy and shall remain subject to all the terms and conditions of this lease, except that Lessor may at their discretion raise the rental rate by up to 125% of the rent in effect on expiration of the lease.

## Possession

Should Lessor for any reason be unable to deliver possession of said premises to Lessee on the date specified above, this lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from such failure to deliver possession so long as Lessor has exercised and continues to exercise diligence in the delivery of possession to said Lessee. No rent shall, however, accrue or become due from Lessee to Lessor under this lease until the actual physical possession of said premises is delivered, or the right to physical possession of said premises under this lease is tendered, by Lessor to Lessee. The term of this lease shall not be extended by Lessor's failure to deliver possession on the date set for commencement.

## Rental

Lessee agrees to pay to Lessor as rent for the use and occupancy of said premises, the sum of \$1,952 per month on or before the first day of each month, commencing October 1, 2024, at 2535 Village Ln, Ste A, Cambria, CA 93428, or such other place as Lessor may designate to Lessee. Lessee also agrees to pay to Lessor the sum of \$1,952 as a security deposit on the premises. Security deposit will be returned to Lessee upon vacation of the premises, if premises are left in condition equal to or better than when occupied. Rental shall increase annually on the anniversary date of this lease by 3%.

### Use of Premises

Leased premises shall, during the term of this lease and any extensions thereof, be used for the purpose of operating and conducting a business, office and/or professional use, consistent with the other uses on the premises, and for no other purpose.

Lessee shall not commit or permit the commission of any acts on said premises that do not comply with all statutes, ordinances, regulations and requirements of governmental agencies whether municipal, county, state or federal, whether now in force or hereinafter enacted.

### Taxes and Utilities

Lessee shall pay and hold Lessor harmless and free from all charges for the furnishing of gas, electricity, telephone, cable or internet services and other public utilities to said premises during the term of this lease. Lessor will provide water, trash service and common area heating and maintenance for all the building tenants at premises address. For those units with no separate meters for gas and electricity, Lessor will charge those tenants an estimated proportional amount approximating tenants' individual usage of these costs.

### Personal Property

Lessee shall pay, before they become delinquent, all taxes, assessments of other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances and other personal property placed by the Lessee in, on, or about said premises in a timely manner and will hold Lessor harmless from liability for such changes.

### Real Property

All real property taxes and assessments against said premises by any governmental entity shall be paid by the Lessor.

### Alterations and Repairs

Lessee accepts said premises, including improvements thereon and the facilities appurtenant thereto, in this present condition and stipulates with Lessor that said premises are in good, clean, safe and tenantable condition as of the date of this lease. Lessee agrees to maintain the leased area at Lessee's own expense, including fixtures present at lease commencement.

### Assignment and Subletting

Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of Lessor. Any such assignment or subletting without such consent shall be void and, at the option of the Lessor, may terminate this lease.

### Entry and Inspection

Lessee shall permit Lessor or Lessor's agents to enter upon the leased premises at reasonable times and upon reasonable notice for the purpose of inspecting same and will permit Lessor at any time within 30 days prior to the expiration of this lease to place upon premises and normal "space for rent" signs and will permit persons desiring to lease the same to inspect the premises at reasonable times.

### Default

Should Lessee default in timely payment of rent hereunder, such rent shall bear a penalty of 10% from the sixth day after its due date. Rent is delinquent the sixth day after it is due. All other obligations, benefits, and monies which may become due to Lessor from the Lessee, or which are paid by Lessor due to Lessee's default hereunder, shall bear the same penalty from the date due until paid, or, in the case of sums paid by Lessor because of Lessee's default hereunder,

from the date such payments were made by Lessor until the date Lessor is reimbursed by Lessee therefore. Such default, if allowed to persist beyond thirty days without reimbursement, may result in termination of the lease by Lessor.

### Indemnification of Lessor — Insurance

Lessor shall not be liable for any damage or injury to Lessee or any other person, or to any property, occurring on the demised premises or any part thereof, except for such damage or injury caused by the sole negligence or willful misconduct of Lessor. Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused, in respect to leased premises, except for such damage or injury caused by the sole negligence or willful misconduct of Lessor.

Lessee, at their own expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee, and Lessor as additional insured. Lessee shall provide Lessor with Certificate of Insurance showing Lessor as additional insured. Certificate shall provide for written notice of at least ten days prior to cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights to subrogation, which might otherwise exist.

### Destruction of Premises

In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at their option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate the lease.

### Attorney's Fees

In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

### Waiver & Notices

No failure of Lessor to enforce any term hereof shall be deemed to be a waiver, Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

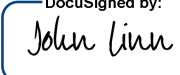
### Heirs, Assigns, Successors

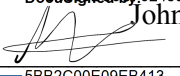
This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Entire Agreement

This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings, and oral agreements. The Lessor and Lessee agree to the terms and conditions and shall be bound until the end of the Lease Term.

The parties have agreed and executed this agreement on October 1, 2024.

Lessor's Signature  DocuSigned by: John Linn

Lessee's Signature  DocuSigned by: John Linn  
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Lessee's Name: Cambria Community Services District

Initial Payment: \$ 3,904

Security Deposit: \$ 1,952

First Month Rent: \$ 1,952