

**MEMORANDUM  
DEPARTMENT OF FACILITY SERVICES  
COUNTY OF PLACER**

To: **BOARD OF SUPERVISORS**

Date: **DECEMBER 8, 2009**

From: **JAMES DURFEE / MARY DIETRICH**

Subject: **RESIDENTIAL LEASE AGREEMENT – TRAYLOR RANCH PROPERTY**

**ACTION REQUESTED/RECOMMENDATION:** Adopt a Resolution authorizing the Department of Facility Services to complete negotiations for a lease agreement, based on the attached Material Terms, between the County of Placer and Patricia A. Nylander for occupancy of the residence located on the Traylor Ranch Bird Sanctuary and Nature Reserve at 5050 English Colony Way, in Penryn, CA; and delegating authority to the Director of Facility Services, or his designee, to execute the resultant Lease Agreement on behalf of your Board contingent upon approval by Risk Management and County Counsel.

**BACKGROUND:** In 1998, Placer County received the gift of a 77-acre property in Penryn, which was designated by the benefactors, Arthur and Helene Traylor, for a nature preserve and passive park. The property, now known as the Traylor Ranch Bird Sanctuary and Nature Reserve, consisted primarily of undeveloped pastureland and an 863 square foot residence. Since that time, County staff and a wide variety of volunteer organizations improved the property with trails, parking lots, picnic facilities and other passive recreation amenities. During initial planning for the park, staff identified the residence as an opportunity to generate rental revenue to offset park maintenance costs and in 2005 County staff began work with volunteers to renovate the residential structure. Upon completion of the renovation, the County entered into a Lease Agreement with Patricia A. Nylander for the residence and the surrounding 1 acre of property. This Agreement commenced on February 1, 2006. Earlier this year the 3-year term expired but the tenancy has continued on a month-to-month holdover basis.

Ms. Nylander has since requested a new lease agreement to continue her occupancy in the residence. Because of the proximity of this residence to the Nature Reserve, Property Management staff has confirmed with the Parks Division that her occupancy has been a compatible use. As described in the attached Material Terms, the Property Management Division recommends a new 3-year lease term with 2 2-year options to extend. Ms. Nylander will remain responsible to maintain the fencing and grounds, and will pay for all utilities serving the premises. The rent of \$1,065 per month will be subject to annual increases and the tenant may terminate the agreement on 90-days notice after the first lease year. In order to continue this use of the property, it is recommended your Board adopt a Resolution authorizing the Director of Facility Services to complete negotiations and execute a Lease Agreement on behalf of your Board.

**ENVIRONMENTAL CLEARANCE:** The lease of this residence is Categorically Exempt from review pursuant to Section 15301 of the California Environmental Quality Act. This Section provides for activities, including leasing of existing facilities, when there is no expansion of use beyond that previously existing.

**FISCAL IMPACT:** The rental revenue generated by this Lease Agreement will commence at \$1,065 per month or \$12,780 annually. These monies will continue to offset operational costs of the Traylor Ranch Bird Sanctuary and Nature Reserve.

JD:MD:MR:BJ

ATTACHMENTS: RESOLUTION  
EXHIBIT A – SUMMARY OF MATERIAL TERMS

CC: COUNTY EXECUTIVE OFFICE

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# Before the Board of Supervisors County of Placer, State of California

In the matter of: A RESOLUTION DELEGATING  
AUTHORITY TO THE DIRECTOR OF FACILITY  
SERVICES TO TAKE VARIOUS ACTIONS  
ASSOCIATED WITH A LEASE AGREEMENT  
BETWEEN THE COUNTY OF PLACER AND  
PATRICIA A. NYLANDER

Resol. No: \_\_\_\_\_

The following RESOLUTION was duly passed by the Board of Supervisors of the County of Placer at a regular meeting held \_\_\_\_\_, 2009 by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

Attest:

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_  
Clerk of said Board

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**WHEREAS**, since 2006, Patricia A. Nylander leased the 863 square foot residence and approximately one-acre of land at the Traylor Ranch Bird Sanctuary and Nature Reserve at 5050 English Colony Way, in Penryn, CA; and,

**WHEREAS**, the 3-year term of her lease has expired, and the tenancy continues in a month-to-month holdover status; and,

**WHEREAS**, Ms. Nylander has requested a new lease agreement to continue the residential occupancy and Property Management has successfully defined material terms for a new 3-year agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Placer County Board of Supervisors does hereby adopt a Resolution authorizing the Department of Facility Services to complete negotiations for a lease agreement between the County of Placer and Patricia A. Nylander for occupancy of the residence located on the Traylor Ranch Bird Sanctuary and Nature Reserve at 5050 English Colony Way, in Penryn, CA; and delegating authority to the Director of Facility Services, or his designee, to execute the resultant Lease Agreement on behalf of your Board contingent upon approval by Risk Management and County Counsel.

## EXHIBIT A

### SUMMARY OF MATERIAL TERMS

1. **PARTIES:** The County of Placer, a political subdivision of the State of California, (hereinafter "COUNTY"), and Patricia A. Nylander, also known as Annette Nylander, (hereinafter "TENANT").
2. **PREMISES:** An 863 square foot single-family residential house, outdoor unimproved areas, and other site improvements, all located on approximately 1.1 acres at 5050 English Colony Way in Penryn, California 95663.
3. **USE:** Private residence.
4. **TERM:** The Lease Agreement shall commence on January 1, 2010, and expire three (3) years thereafter, on December 31, 2012.
5. **RENEWAL OPTIONS:** This Lease Agreement may be renewed for up to two (2) terms of two (2) years each with prior written consent of the COUNTY.
6. **EARLY TERMINATION:** After the first one (1) year of the Term, the TENANT may terminate this Lease upon 90-days prior written notice.
7. **RENT:** TENANT shall pay monthly rent to COUNTY, which commences at One Thousand Sixty-five and no/100 Dollars (\$1,065.00). This amount shall increase by the Consumer's Price Index on July 1, 2011, and on each July 1 thereafter.
8. **SECURITY DEPOSIT:** TENANT shall place a Two Thousand and no/100 Dollars (\$2,000.00) with COUNTY.
9. **UTILITIES:** TENANT shall be responsible for and shall pay for all utilities with the exception of irrigation water and sewer/septic services, which shall be paid by COUNTY.

