

# ORIGINAL

## COUNTY OF EL DORADO L E A S E #262-L1011

**THIS LEASE** is made by and between **Ernest Fortino and Marie Fortino, Trustees or successors of the 1994 Ernest Fortino and Marie Fortino Revocable Trust**, hereinafter referred to as "Lessor", and the **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter referred to as "Lessee".

### 1. PREMISES

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, for and in consideration of the rents, covenants and agreement hereinafter set forth, the "Premises" described as follows:

**Fifteen (15) Designated Parking Spaces  
1029 Takela  
South Lake Tahoe, CA. 96150**

As shown in the attached Exhibit "A".

### 2. TERM

The term of this Lease shall be for **two (2) years** commencing upon execution by both parties, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 18.

### 3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of **Three Hundred Dollars (\$300.00) per month** for the term of the Lease. Rent shall be payable on the first day of each month. Rent for any partial month shall be prorated on a daily basis and shall be payable on the first day of the prorated period. Rent shall be payable to: **Coldwell Banker McKinney & Associates, Inc., Realtors, c/o Peggy Eichhorn, 2196 Lake Tahoe Blvd., Suite 1, South Lake Tahoe, CA 96150**

**4. USE OF PREMISES**

The Premises are leased to the County of El Dorado for the purpose of providing exclusive use of 15 designated parking spaces to accommodate County employees' parking needs, as shown in the attached Exhibit "A".

**5. PROHIBITED USE**

Lessee shall not commit or permit the commission of any acts on the Premises nor permit the use of the Premises in any way that will:

- (a) increase the existing fire rates or cancel any fire, casualty, liability or other insurance policy insuring the building or its contents;
- (b) violate or conflict with any law, statute, ordinance, governmental rule or regulation whether now in force or hereinafter enacted, governing the Premises;
- (c) obstruct or interfere with the rights of other tenants or occupants of the building or injures or annoy them; and
- (d) constitute commission of a waste on the Premises.

**6. INSURANCE**

The Lessee is self-insured and shall provide a letter of self-insurance if requested to do so by Lessor at any time during the term of this Lease. At all times after the execution of this Lease, Lessor shall carry commercial general liability insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

**7. ALTERATIONS**

Lessee shall not make or permit any other person to make any alterations to the Premises without the written consent of Lessor first obtained. Should Lessor consent to the making of any alterations to the Premises by the Lessee, subsequent to execution of this Lease, said alterations shall be made at the sole cost and expense of Lessee.

**8. MAINTENANCE AND REPAIRS**

Lessor shall be responsible for any maintenance or repairs of the parking lot.

**9. ADA MODIFICATIONS**

Lessor agrees at its sole cost and expense to make changes necessary to bring the subject premises up to the accessibility standards of the Americans with Disabilities Act (ADA).

**10. INSPECTION BY LESSOR**

Lessee shall permit Lessor or Lessor's agent, representative, or employees to inspect the Premises to determine whether Lessee is complying with the terms of the Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises under the Lease.

**11. SERVICES FURNISHED BY LESSOR**

Lessor is responsible for the payment of all local, state and federal taxes associated with or attributable to the property subject to this lease agreement, the operation of this lease and the income flowing to Lessor through this lease agreement. Lessor shall provide snow removal for the parking lot when applicable.

**12. INDEMNIFICATION**

LESSOR shall indemnify, defend, and hold harmless LESSEE, its officers, agents and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connected with the acts or omissions of LESSOR or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSOR' S use of the Premises, unless such damage, loss, injury, or death shall be caused by the sole, or active negligence of County, or the willful misconduct of County, as expressly provided by statute.

LESSEE shall indemnify, defend, and hold harmless LESSOR, its officers, agents,

and employees, from and against any claims, actions, suits, costs, expenses (including reasonable attorney's fees) and other cost of defense incurred or liabilities, whether for damage to or loss of property, or injury to or death of person, which in any way arise from or are connect with the acts or omissions of LESSEE or its officers, agents, employees, contractors, subcontractors, or business invitees, or LESSEE'S use of the Premises to the extent such loss, damage, injury, or liability is not covered by the insurance the LESSOR is required to obtain pursuant to Paragraph 6. "INSURANCE" above, unless such damage, loss, injury or death shall be caused by the sole, or active negligence of LESSOR, or the willful misconduct of LESSOR.

The duties of LESSOR or LESSEE to indemnify and save each other harmless include the duties to defend as set forth in California Civil Code Section 2778. The provisions of this section shall survive the termination of the Lease for any event occurring prior to the termination.

**13. LESSOR'S LIABILITY**

In the event of a transfer of Lessor's title or interest to the property during the term of this Lease, Lessee agrees that the grantee of such a transfer will be substituted as Lessor under this Agreement, provided that all deposits are transferred to the grantee. Lessor shall be released from all future liability under this Lease Agreement, but shall not be released from the obligation to indemnify Lessee under Paragraph 12 above for acts or omissions occurring prior to the transfer unless so released by Lessee in writing.

**14. DESTRUCTION OF PREMISES**

Should said premises be damaged or destroyed by any cause not the fault of Lessee, Lessor shall at Lessor's sole cost be responsible for replacing or making all repairs.

**15. CONDEMNATION OF PREMISES**

Should all or any part of the Premises be taken by any public or quasi-public

agency or entity under the power of eminent domain during the term of the Lease:

(a) Either Lessor or Lessee may terminate this Lease by giving the other thirty (30) days' written notice of termination; provided, however, that Lessee cannot terminate this Lease unless the portion of the Premises taken by eminent domain is so extensive as to render the remainder of the Premises useless for the purposes intended by this Lease.

(b) Any and all damages and compensation awarded or paid because of the taking, except for amounts paid Lessee for moving expenses or for damage to any personal property or trade fixtures owned by Lessee, shall belong to Lessor, and Lessee shall have no claim against Lessor or the entity exercising eminent domain power for the value of the unexpired term of this Lease.

(c) Should any portion of the building containing the Premises other than the Premises be taken by eminent domain, Lessor or Lessee may, at its option, terminate this Lease.

**16. ASSIGNMENT OR SUBLEASING**

Lessee shall not sub-lease, encumber, assign, or otherwise transfer its rights or interests under this lease, without the express written consent of the Lessor first had and received, provided said consent by Lessor shall not be unreasonably withheld.

**17. ACTS CONSTITUTING BREACHES BY LESSEE**

Lessee shall be guilty of a material default and breach of this Lease should:

(a) Lessee default in the performance of or breach any provision, covenant, or condition of this Lease other than one for the payment of rent and such default or breach is not cured within thirty (30) days after written notice thereof is given by Lessor to Lessee; or

(c) Lessee breach this Lease and abandon the Premises prior to the expiration of the term of this Lease.

**18. NON-APPROPRIATION/TERMINATION**

Lessor acknowledges that Lessee's funding for this Lease is in large part dependent upon receipt of certain state, federal and other funds by Lessee. Lessee may terminate this Lease upon sixty (60) days notice if funds are not budgeted in any fiscal year for the leasehold of these Premises. In the event the Lessor desires to terminate the tenancy, Lessor shall notify Lessee with a sixty (60) day written notification of intent to terminate the lease.

**19. NOTICES**

Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be served on or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given when personally delivered to the party, Lessor or Lessee, to whom it is directed or any managing employee of such party or, in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor: Ernest Fortino and Marie Fortino  
Trustees or Successors of the 1994  
Ernest Fortino and Marie Fortino Revocable Trust  
c/o Coldwell Banker McKinney & Associates, Inc., Realtors  
2196 Lake Tahoe Blvd., Suite 1  
South Lake Tahoe, CA 96150

Telephone: (530) 542-5521  
Attention: Peggy Eichhorn

Lessee: County Of El Dorado  
Department of Transportation  
2850 Fairlane Court  
Placerville, California 95667

Attention: Debra Lane  
Telephone: (530) 621-5933

Either party, Lessor or Lessee, may change its address for purposes of this

paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

**20. BINDING ON HEIRS AND SUCCESSORS**

This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, Lessor and Lessee, hereto.

**21. TIME OF ESSENCE**

Time is expressly declared to be the essence of this Lease.

**22. WAIVER**

The waiver of any breach of any of the provisions of this Lease by Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or of another provision of this Lease.

**23. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

**24. SEVERABILITY**

If any provision, clause or part of the Agreement, or the application thereof under certain circumstances, is held invalid, the remainder of this Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

**25. CALIFORNIA FORUM AND LAW**

Any dispute resolution action arising out of this Agreement, including, but not

limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

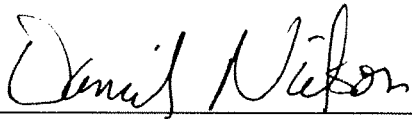
**26. ATTORNEY'S FEES**

Should any litigation be commenced between Lessor and Lessee concerning the Premises, this Lease, or the rights and duties of either Lessor or Lessee in relation thereto, the party, Lessor or Lessee, prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

**27. LEASE ADMINISTRATION**

The County officer or employee with responsibility for administering this Lease is the Director of Transportation, or successor.

**DEPARTMENT CONCURRENCE:**

Dated: 3-31-2010 Signed: 

**Daniel Nelson, Director  
Department of Human Services**

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first below written.

**LESSOR : Ernest Fortino and Marie Fortino, Trustees or Successors of the 1994 Ernest Fortino and Marie Fortino Revocable Trust**

Dated: 4/12/10

Signed: Ernest Fortino, by Reg. Eudine  
Ernest Fortino, Trustee *Reg. Eudine*

Dated: 4/12/10

Signed: Marie Fortino, by Reg. Eudine  
Marie Fortino, Trustee *Reg. Eudine*

**LESSEE: COUNTY OF EL DORADO**

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

Signed: \_\_\_\_\_

, Chair

**Board of Supervisors**

**ATTEST:**  
Suzanne Allen de Sanchez, Clerk of the Board of Supervisors

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

Dated \_\_\_\_\_

EXHIBIT "A"  
PARKING PLAN



El Dorado Center  
3368 Lake Tahoe Blvd.

TAKELA

