

**COUNTY OF EL DORADO
L E A S E # 238-L1211
CHIEF ADMINISTRATIVE OFFICE**

THIS LEASE is made by and between **COUNTY OF EL DORADO**, a political subdivision of the State of California, hereinafter called "Lessee", and **Ed Hagen and Sheryl Hagen**, herein after referred to as "Lessor".

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:

**Railroad Park Building
Oriental Street
El Dorado, CA 95623**

The Premises consists of 512 square feet of meeting space together with use of the common parking areas.

2. TERM

The term of this Lease shall commence on November 1, 2011 and terminate on November 1, 2016, subject however, to earlier termination as hereinafter more particularly provided in Paragraph 20.

3. BASE RENT

Lessee agrees to pay to Lessor as rent the sum of **\$1 per year** for the period of November 1, 2011, to November 1, 2016, payable on the first day of each year commencing on January 1, 2012. Rent shall be paid to the order of: **Ed and Sheryl Hagen**, P.O. BOX 814, El Dorado, CA 95623.

4. USE OF PREMISES

The Premises are leased to the Lessee for the purpose of conducting business and activities permitted by law, including any government operations or uses related thereto.

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 injure or annoy them; and
- (d) Constitute commission of a waste on the Premises.

6. INSURANCE

LESSEE shall maintain and provide proof of a policy of insurance satisfactory to Ed and Sheryl Hagen.

7. 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 LESSEE, or the willful misconduct of LESSEE, 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 connected 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 required as provided for in paragraph 7.

"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.

8. ASSIGNMENT OR SUBLEASING

Lessee shall be responsible for rental of the facility with any and all proceeds be deposited in a trust fund for the Railroad Park and El Dorado Western Railroad.

9. ACTS CONSTITUTING BREACHES BY LESSEE

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

- (a) Any rent be unpaid when due and remain unpaid for fifteen (15) days after written notice to pay such rent or to surrender possession of the Premises has been given to Lessee by Lessor;
- (b) 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 fifteen (15) days after written notice thereof is given by Lessor to Lessee; or
- (c) Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

10. 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 8 above for acts or omissions occurring prior to the transfer unless so released by Lessee in writing.

11. 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: Ed Hagen and Sheryl Hagen
P.O. Box 814
El Dorado, CA 95623
Attention: Ed Hagen
Telephone: (530) 626-1577

Lessee: County Of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attention: Kimberly Kerr, Assistant Chief Administrative Officer
Telephone: (530) 621-7695

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.

12. 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.

13. TIME OF ESSENCE

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

14. 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.

15. 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.

16. SEVERABILITY

If any provision, clause or part of this Lease Agreement, or the application thereof under

certain circumstances, is held invalid, the remainder of this Lease Agreement or the application of such provisions, clauses, or parts under other circumstances shall not be affected thereby.

17. CALIFORNIA FORUM AND LAW

Any dispute resolution action arising out of this Lease 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.

18. 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.

19. LEASE ADMINISTRATION

The County officer or employee with responsibility for administering this Lease is Kimberly Kerr, Assistant Chief Administrative Officer.

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

LESSORS: Ed Hagen and Sheryl Hagen

Dated: 12/5/11

Signed: Ed Hagen
Ed Hagen

Dated: 12/5/11

Signed: Sheryl Hagen
Sheryl Hagen

LESSEE: COUNTY OF EL DORADO

Dated: _____

Signed: _____
Raymond J. Nutting, Chair
Board of Supervisors

Attest: Suzanne Allen De Sanchez, Clerk of the
Board of Supervisors

Dated: _____

By: _____
Deputy Clerk