

1                   AGREEMENT FOR MAINTENANCE AND OPERATION OF  
2                   BENNETT PARK

3                   THIS AGREEMENT made and executed this 22nd day of  
4                   March, 1977, by and between the COUNTY OF EL DORADO,  
5 a political subdivision of the State of California, hereinafter  
6 called COUNTY, and the EL DORADO UNION HIGH SCHOOL DISTRICT, a  
7 public district of the State of California, hereinafter referred to  
8 as SCHOOL,

9                   W I T N E S S E T H:

10                  WHEREAS, County holds title to that certain real  
11 property more particularly described in that certain Deed  
12 executed by MARY C. BENNETT, a widow, First Party, to the COUNTY  
13 OF EL DORADO, a Body Corporate, as Second Party, which said Deed  
14 was recorded in Volume 289 of Official Records of the County  
15 Recorder of the County of El Dorado, State of California, at  
16 Page 245 on November 28, 1950; and

17                  WHEREAS, MARCUS P. BENNETT and MARY C. BENNETT, husband  
18 and wife, did make, execute and deliver a deed dated July 8,  
19 1924, to the COUNTY, which said deed was accepted the 27th day  
20 of October, 1960; and

21                  WHEREAS, the said deed from MARCUS P. BENNETT and MARY  
22 C. BENNETT contains certain covenants, terms and conditions regu-  
23 lating and controlling the use of said BENNETT PARK; and

24                  WHEREAS, pursuant to Section 16655 of the California  
25 Education Code, County and School desire to enter into an agreement  
26 under and by virtue of which School shall operate and maintain the

1 real property described in the aforementioned deed, being generally  
2 known and referred to hereafter as BENNETT PARK, subject to the  
3 terms and conditions hereinafter set forth; now, therefore,

4 IT IS HEREBY AGREED BETWEEN COUNTY AND SCHOOL AS FOLLOWS:

5 1. County does hereby lease to School and School does  
6 hereby lease from County that certain portion of the real property,  
7 together with improvements situate thereon, situate in the County  
8 of El Dorado, State of California, generally known as BENNETT  
9 PARK and more particularly described in the above referenced deed  
10 for a period of fifty (50) years commencing at the date first  
11 above written and subject to termination as hereinafter specified.

12 2. In consideration of the lease of the premises herein-  
13 above described to School, School does hereby agree to assume,  
14 undertake and carry out the sole and exclusive management and  
15 control of the recreation program and facilities of said BENNETT  
16 PARK and to do the things specified hereinafter in Paragraph 3.  
17 In recognition of the fact that certain fees and charges may be  
18 made for the use of the said BENNETT PARK facilities, it is hereby  
19 agreed and provided that School shall fix any and all reasonable  
20 charges it shall deem necessary for the use of the premises by  
21 school activities or school related activities, students of the  
22 said school, adult night-school programs, or any other activity  
23 sponsored by School as the School shall deem reasonably necessary  
24 to provide the proportionate reimbursement for expenses in  
25 connection with the maintenance of said facilities for the  
26 carrying on of said activities and further provided that not later

1 than the 10th day of <sup>July</sup> each and every year hereafter School shall  
2 provide to the Board of Supervisors of County a full and complete  
3 list of its purported charges for school-related activities and  
4 the Board of Supervisors shall have the right to accept or  
5 reject the same provided that any rejection shall be based solely  
6 upon the ground that the fees charged are not reasonably necessary  
7 to reimburse school for expenses in connection with the maintenance  
8 of said facilities for said contest. In addition thereto, after  
9 consultation with School, the Board of Supervisors of County shall  
10 fix and determine on an annual basis not later than the 10th day of  
11 July of each and every year hereafter a set of  
12 rate and fee charges for any other activities or events which may  
13 be held on the said facilities. Said charges so made shall be  
14 payable to School and shall reasonably recompense School for the  
15 costs of said sports activities, provided that nothing set forth  
16 in the said rate charges shall require School to permit the  
17 happening of said activity, it being agreed and understood that  
18 School shall have the sole determination of scheduling and the  
19 propriety of any activities to be carried on within School  
20 subject to the terms and conditions of said hereinabove referred  
21 to deeds and covenants of the Grantors. Except as herein  
22 specified, School waives any rights it may have pursuant to  
23 Section 16661 of the California Education Code.

24 3. During the term of this said lease agreement  
25 School shall have sole responsibility for the maintenance of the  
26 said BENNETT PARK without cost or charge to County, said main-

1 tenance to include but not be limited to turf management, building  
2 maintenance, maintenance of playground equipment, road maintenance,  
3 trash removal and maintenance of existing bleachers. All main-  
4 tenance shall be that which is reasonably necessary to preserve  
5 the condition of the said BENNETT PARK facility as an operating  
6 sports facility for the uses which have hereinbefore been stated  
7 at said facility and for which later improvements may be designed  
8 and implemented.

9           4. During the term of this lease School shall have the  
10 right to construct improvements on the said BENNETT PARK upon  
11 condition that improvements permanently affixed to the said  
12 real property shall not be in conflict with the provisions of the  
13 said Bennett Deed as hereinabove set forth or an adopted master  
14 plan as the same shall be amended. Any improvements permanently  
15 installed upon the said real property shall become the property  
16 of County, provided that portable buildings, bleachers, athletic  
17 signs, recreational equipment, backstops and related items which  
18 are affixed to the earth only for the purposes of providing  
19 stability and which said structures would reasonably be deemed  
20 to be trade fixtures of a recreational activity shall not be  
21 deemed to become the property of County but shall remain the  
22 property of School and in the event there should be any question  
23 between School and County prior to the installation of any said  
24 improvement, the said parties may enter into a written agreement  
25 determining whether they shall be deemed to be a permanent improve-  
26 ment or otherwise. Attached hereto, marked Exhibit "A" and

1 incorporated herein by reference is a full, true and complete  
2 list of the temporary improvements deemed not to be permanent  
3 improvements which exist now and shall remain the property of  
4 School.

5 5. School agrees to assume responsibility for and  
6 indemnify and save harmless the County, its officers, agents and  
7 employees from any and all claims and causes of action arising  
8 out of or in any way connected with the execution and/or perform-  
9 ance of this lease.

10 6. That this lease shall not be assigned nor any portion  
11 of the said BENNETT PARK be sublet by School without the prior  
12 written consent of County.

13 7. This agreement constitutes the entire agreement  
14 between the parties and this agreement shall not be modified,  
15 altered or amended except by a writing signed by both parties  
16 to this agreement.

17 8. This Lease may be terminated by mutual agreement  
18 of the parties hereto at any time.

19 9. County does hereby agree that in the event of any  
20 termination of this lease no improvements placed in the said  
21 BENNETT PARK by School or under the auspices of School shall be  
22 removed from the said BENNETT PARK premises.

23 10. The parties specifically acknowledge and agree  
24 that notwithstanding any other provision hereof, by entry into  
25 this agreement School shall have full authority for the maintenance  
26 of discipline and order over the said premises known as BENNETT

1 PARK and shall and is hereby authorized to take any and all  
2 reasonable steps to insure security thereof.

3 11. Notwithstanding any other provision hereof, it  
4 is the intent of the parties that the said facilities shall be  
5 made available to the public of El Dorado County, provided such  
6 use by the general populace of El Dorado County shall not interfere  
7 with School sponsored activities in the use of the facilities  
8 and recreational and physical fitness activities of the said  
9 School. Included within the term "populace of El Dorado County"  
10 shall be any and all community service districts, recreational  
11 districts, school districts, political subdivisions, clubs,  
12 organizations, non-profit corporations, profit making corporations  
13 and similar and related type entities, which may desire to use the  
14 said premises and which shall meet the reasonable requirements  
15 established.

16 12. It is specifically recognized and agreed that  
17 School may and shall have the right to prepare reasonable regula-  
18 tions governing the use of the said premises, which shall in no  
19 way contradict or impair the covenants and conditions of the  
20 Bennett deed and cause the same to be promulgated and published and  
21 to operate for the reasonable regulation of use and enjoyment of  
22 the said facility known as BENNETT PARK, provided that a copy  
23 shall be provided to County and any amendment shall be forwarded  
24 to County within thirty (30) days from the date of adoption thereof  
25 by the Board of School.

26 13. The parties specifically acknowledge that the

1 consideration for the execution of this agreement is the undertaking  
 2 by School of the obligations of maintenance, repair, security and  
 3 operation as hereinabove set forth and County acknowledges that  
 4 the consideration and benefit running to said County is the main-  
 5 tenance of said facility subject to reasonable school use for  
 6 the benefit of the people of El Dorado County.

7 IN WITNESS WHEREOF, the parties hereto have executed  
 8 this Agreement on the day and year first above written.

9 COUNTY OF EL DORADO  
 10  
 11 By William H. [Signature]  
 Chairman, Board of Supervisors

EL DORADO UNION HIGH SCHOOL  
 DISTRICT  
 11 By [Signature]  
 Executive Secretary to the Board

12 ATTEST:  
 13 CARL A. KELLY, County Clerk  
 and Ex-Officio Clerk to the  
 Board

14 By [Signature]  
 15 Deputy.

17 APPROVED AS TO FORM  
 18 COUNTY COUNSEL'S OFFICE  
 COUNTY OF EL DORADO

19 [Signature]

DATE	COPIES SENT TO:
3/1/78	El Dorado Union High School Dist
	County Counsel
	County Controller
	Purchasing

AGREEMENT FOR MAINTENANCE AND OPERATION OF  
BENNETT PARK

EXHIBIT "A"

- 1 ea Booth, ticket
- 1 ea Bleachers, portable, affixed to earth for stability
- 3 ea Bleachers, portable, small, mobile
- 4 ea Benches, football team
- 2 ea Benches, with back
- 1 ea Scoreboard, football (two wooden poles and 2 metal poles)  
Supporting structures, bleacher (not assembled)
- 1 ea Big Bertha
- 2 ea Goal posts, football