

COUNTY OF EL DORADO

LEASE #575-L1411

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:

**Ten (10) Designated Parking Spaces
1029 Takela Drive
South Lake Tahoe, CA 96150**

As shown in the attached Exhibit "A", Spaces 1-10, incorporated herein and made a part hereof.

2. TERM

The Lease shall be on a month to month basis, commencing upon execution by both parties, subject however, to termination as hereinafter more particularly provided in Paragraph 18.

3. PAYMENT

Lessee agrees to pay to Lessor as rent the sum of Thirty-Five Dollars (\$35.00) for each parking space for a total of Three Hundred Fifty Dollars (\$350.00) per month. 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., Relators
c/o Peggy Eichhorn
2196 Lake Tahoe Blvd., Suite One
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 10 designated parking spaces to accommodate County employees' parking needs, as shown in the attached Exhibit "A". Lessee shall use the Premises for the purpose of parking vehicles only and in compliance with all applicable laws, statutes, ordinances and regulations. Lessee shall maintain the Premises in as good a condition and repair as existed upon commencement of the term hereof and Lessee will place signs to designate Lessee parking only. Overnight parking allowed for County-owned vehicles.

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;
- (d) Constitute commission of a waste on the Premises; and
- (e) Create any handicapped parking.

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 being 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

The Premises are being leased to Lessee in their as-is condition. Lessor shall maintain the Premises in the same condition as delivered to Lessee. Lessee shall post signs at each parking stall stating they are for "County of El Dorado Parking Only" and shall be responsible for snow removal of these parking stalls only. Lessee shall be responsible for repairing any damage beyond ordinary wear and tear caused by Lessee, its employees, guests and invitees.

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). Lessee does not require handicapped parking spaces.

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.

12. INDEMNIFICATION

Lessor and Lessee shall indemnify, defend, and hold the other, its officers, agents and employees harmless 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 arise from the acts or omissions of such party or its use of the Premises, unless such damage, loss, injury, or death shall be caused by the sole, or active negligence, or the willful misconduct of the other party. 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. TRANSFER BY LESSOR

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, this Lease shall thereupon terminate.

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 sixty (60) 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.

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
- (b) Lessee breaches this Lease and abandons the Premises prior to the expiration of the term of this Lease.

18. TERMINATION

Both Lessor and Lessee may terminate this Lease for any reason or no reason upon sixty (60) days written notice to the other party.

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 One
South Lake Tahoe, CA 96150

Telephone: (530) 542-5521

Attention: Peggy Eichhorn

Lessee: County of El Dorado
Chief Administrative Office
Facilities Division
3000 Fairlane Court, Suite One
Placerville, CA 95667
Attention: Russell Fackrell, Facilities Manager
Telephone: (530) 621-7596

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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. LEASE ADMINISTRATION

The County officer or employee with responsibility for administering this Lease is Russell Fackrell, Facilities Manager, Chief Administrative Office, or successor.

CONTRACT ADMINISTRATOR:

Dated: 8/13/14 Signed: 
Russell Fackrell
Facilities Manager, Chief Administrative Office

DEPARTMENT CONCURRENCE:

Dated: 8/22/2014 Signed: 
Don Ashton
Director, Health & Human Services Agency

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IN WITNESS WHEREOF, the parties hereto have executed this Lease on the dates indicated below.

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

Dated: 8-1-14 Signed: Ernest Fortino trustee
Ernest Fortino, Trustee

Dated: 8-1-14 Signed: Marie Fortino Trustee
Marie Fortino, Trustee

LESSEE: COUNTY OF EL DORADO

Dated: 9/23/14 Signed: Norma Sanfrago, Chair
Norma Sanfrago, Chair
Board of Supervisors

ATTEST:
James S. Mitrison
Clerk of the Board of Supervisors

Dated: 9/23/14 Signed: Marcie MacFarland
Deputy Clerk

EXHIBIT "A"
PARKING PLAN

TAKELA

