

Attachment A-3 – Property located at 1516 Mt. Shasta Blvd. Mt. Shasta, CA 96067

This property is currently being leased to the Siskiyou Opportunity Center.



1516 S Mt Shasta Blvd

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BEFORE THE BOARD OF SUPERVISORS

COUNTY OF SISKIYOU, STATE OF CALIFORNIA

August 6, 2002

PRESENT: Supervisors Bill Hoy, Bill Overman, Joan T. Smith and Anne Marsh.
Vice Chair Overman presiding.

ABSENT: Supervisor Erickson

ADMINISTRATOR: Howard Moody

DEPUTY COUNTY CLERKS: Laura Bynum and
Debbie Murphy

COUNTY COUNSEL: Frank J. DeMarco

PURPOSE OF MEETING: Regular

MOTION: Smith/Hoy	CONSENT AGENDA - COUNTY ADMINISTRATOR - Approve lease contract 2573, with the Siskiyou Opportunity Center, for the term August 1, 2002 through July 31, 2004, in the amount of \$5 per month.
AYES: Overman,	
Hoy, Smith and Marsh	
ABSENT: Erickson	

STATE OF CALIFORNIA)
) ss
COUNTY OF SISKIYOU)

I, COLLEEN BAKER, County Clerk and Ex-Officio Clerk of the Board of Supervisors, do hereby certify the foregoing to be a full, true and correct copy of the minute order of said Board Supervisors passed on August 6, 2002.

c: File

*2 originals CAO
+ mg
copy auditor*

Witness my hand and seal this

_____ day of _____, 20____

COLLEEN BAKER, County Clerk and ex-Officio Clerk of
the Board of Supervisors of Siskiyou County, California

By: _____
Deputy Clerk

These minutes are subject to change when read by the Board of Supervisors

LEASE AGREEMENT
(Siskiyou Opportunity Center)

THIS AGREEMENT made and entered into this 6th day of August, 2002, by and between the **COUNTY OF SISKIYOU**, a political subdivision of the State of California, hereinafter referred to as Lessor, and **SISKIYOU OPPORTUNITY CENTER**, hereinafter referred to as Lessee.

1. Premises to be Leased: For and in consideration of the covenants herein contained, Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the real property described on Exhibit "A", attached hereto and made a part hereof.

2. Term of Lease: The term of this lease shall be for a period of two (2) years commencing on the 1st day of August 2002, and ending on the 31st day of July 2004.

3. Rental: The rental for the leased premises shall be at the rate of Five Dollars (\$5.00) per month payable yearly in advance.

4. Use: It is mutually understood and agreed between the parties hereto that Lessee intends to use the leased premises for the operation of its opportunity center. Any other use of the said premises is strictly prohibited unless and until express prior written approval is obtained or if the premises cease to be used for the above purpose, this lease shall terminate and the use and occupancy of the said premises shall immediately revert to Lessor. Lessor reserves the right to use the facilities as it may need.

5. Inspection by Lessor: At all times during the term of the lease, Lessor shall have the right to enter into and upon the leased premises during reasonable business hours for the purpose of examining and inspecting the same and determining whether the

Lessee shall have complied with the obligations hereunder. Lessor shall also have reasonable access to make repairs and alterations.

6. Default: If the Lessee shall neglect or fail to perform or observe any covenant which on the Lessee's part is to be performed, or if its leasehold estate shall be taken on execution, or if Lessee shall be declared bankrupt or insolvent according to law, or shall make an assignment for the benefit of its creditors, then Lessor may, immediately or at any time thereafter and without notice or demand, enter into and upon the premises or any part thereof and repossess the same and expel the Lessee and those claiming under them and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and thereupon, this agreement shall terminate, but without prejudice to any remedies which might otherwise be used by Lessor for arrears of any payments due or any breach of Lessee's covenants.

7. Indemnification and Hold Harmless: Lessee agrees to accept all responsibility for loss or damage to any person or entity, including Lessee, and to release, indemnify, hold harmless, and defend County, its agents, officers, and employees from and against any and all actions, claims, damages, demands, losses, disabilities, defense costs, or liability of any kind or nature, including attorneys fees and witness fees, that may be asserted by any person or entity, including Lessee, arising out of or in connection with the activities of Lessee, its agents, officers, and employees, provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages, or

compensation payable by or for Lessee or its agents under worker's compensation acts, disability benefit acts, or other employee benefit acts.

8. Insurance: Lessee agrees to take out and maintain with a reputable insurance company, at its own cost and expense, public liability insurance against property damage and personal injury arising out of the use of or occurring on or about the premises, with liability limits of \$1,000,000.00 combined with single limit coverage with the County of Siskiyou being named as additional insured. Lessee shall furnish Lessor with a certificate of said insurance and appropriate endorsements evidencing said coverage to be in effect, which coverage shall remain in effect for the term of the current lease and any extension thereof. The said policy shall be written by an insurance company or companies acceptable to Lessor and licensed to do business in the State of California and possessing at least a Best's A:X rating. All policies shall contain a provision requiring the insurer to give Lessor thirty (30) days' notice of cancellation and/or any amendments of such policies which would materially impair the coverages provided in this section. In the event any presently existing insurance certificates on the Lessee are canceled, changed, or replaced, appropriate policies, certificates of insurance, or binders shall be furnished to Lessor upon execution of this lease and shall remain in effect until notice of cancellation. Lessee shall comply with the terms and provisions of all such insurance policies. Evidence of the Lessee's insurance coverage required herein shall be submitted through Lessor and is attached hereto as Exhibit "B".

Lessor shall maintain fire and comprehensive liability insurance on the leased

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premises.

9. Payment of Taxes: Lessor shall pay all County taxes and assessments levied on the leased premises. Lessee shall be responsible for all personal property taxes, if any, on all personal property placed by Lessee on the leased premises during the term hereunder.

Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Lessee may be subject to the payment of property tax levied on such interest. Payment of all such taxes shall be the sole responsibility of Lessee.

10. Repair and Maintenance: The Lessee, during the term hereof, shall, at its own cost and expense, keep and maintain the interior of the leased premises in good and sanitary order, condition and repair, reasonable wear and tear excepted.

Lessee, during the term hereof shall, at its own cost and expense, keep and maintain the roof and exterior of said building, heating and air conditioning systems, electrical, plumbing, and lighting systems in good and sanitary order, condition, and repair.

Provided, however, any and all repairs to the leased premises, wherever occurring as a result of the negligence of the Lessee or its agents, employees or invitees, shall be the sole responsibility of the Lessee.

11. Payment of Utilities: Lessee shall pay for all electric, gas, and water utilities furnished to the leased premises and for garbage collection services.

12. Assignment: The Lessee shall not assign, mortgage, pledge or

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encumber this lease, or any interest therein, and shall not lease or sublet the demised premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of the Lessor first obtained, and consent to any assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. It is hereby mutually covenanted and agreed that unless such written consent thereto has been so had and obtained, any assignment, mortgage, pledge, or other encumbrance of this lease, or underletting, either by voluntary or involuntary acts of the Lessee, or by operation of law or otherwise, shall, at the option of Lessor, terminate this lease and any such purported assignment, mortgage, pledge, encumbrance or underletting without such consent shall be null and void.

13. Condition of Premises: At the commencement of the term hereunder as hereinabove provided, Lessee acknowledges that the said premises, and every part thereof, and all window glass or other glazing, electric and gas globes, plumbing, heating and lighting, fixtures, locks, bolts, heating system and other fixtures in and about the leased premises are, at the date of such entry, complete and in good order, condition and repair.

14. Personal Property of Lessee: All fixtures and equipment installed in said premises by Lessee or owned by Lessee shall continue to be the property of Lessee and may be removed by Lessee at the expiration of this lease; provided, however, Lessee shall at Lessee's own expense repair any injury to the premises resulting from said removal. All property of Lessee that may be on the premises during the term of this lease shall be at the sole risk of Lessee and Lessor shall not be liable to Lessee or any other persons for

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any injury, loss or damage to the property or to any person on the premises.

15. Waste: It is mutually understood and agreed that Lessee is required to keep the leased premises in a neat and orderly condition and shall not accumulate waste, scrap material or debris of any kind on the same premises. Lessee shall not commit any waste on said premises, or any public or private nuisance, or any act or thing which will interfere with or disturb the quiet enjoyment of any person.

16. Waiver: The waiver by Lessor of any covenant or condition herein contained shall not vitiate the same or any other covenant or condition contained herein, and the terms and conditions herein shall apply to and bind the heirs and assigns of the respective parties hereto.

17. Destruction of Premises: In the event the leased premises, or any part thereof, are at any time damaged or destroyed by fire, casualty or other cause, the said lease shall be terminated, and Lessor shall have no obligation to restore or rebuild.

18. Notices: Notice required by the term of this lease shall be considered sufficiently served when given in writing by one party to the other by mailing the same by United States Certified Mail, postage prepaid, addressed as follows:

NOTICE TO LESSOR:

County of Siskiyou
c/o County Administrator
County Courthouse
P. O. Box 750
Yreka, CA 96097

NOTICE TO LESSEE:

Siskiyou Opportunity Center
P.O. Box 304
Mt. Shasta, CA 96067

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19. Surrender of Premises: Lessee agrees to surrender the premises at the end of the lease term to the Lessor in the same condition as when Lessee took possession, allowing for reasonable use and wear and damage by Acts of God, including fire and storm.

20. Termination: Either party may terminate this lease by giving the other party at least thirty (30) days' written notice in the manner set forth in Paragraph 19 above.

21. Construction of Lease: Except as may otherwise be expressly provided, time is of the essence of this lease and all of the terms and covenants hereof are to be construed as conditions and upon the breach by the Lessee of any of the same, the Lessor may, at the Lessor's option, terminate this lease.

22. Binding on Successors: Subject to the covenants respecting assignment, underletting or subletting, the conditions, covenants and agreements herein contained shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

23. Holding Over: In the event that Lessee continues to occupy the leased premises from and after the expiration of the original term or any extended term of this lease, such occupancy by Lessee shall be deemed a month-to-month tenancy on the same terms and conditions as set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this lease

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Attachment A-3 - Property Located at 1516 Mt. Shasta Blvd.

agreement the day and year first above written.

COUNTY OF SISKIYOU, LESSOR

By [Signature]
Vice Chair, Board of Supervisors Bill Overman

ATTEST:
COLLEEN BAKER, CLERK
Board of Supervisors

By [Signature]
Deputy

SISKIYOU OPPORTUNITY CENTER

By [Signature]
Chair, Board of Directors

ATTEST:

APPROVED AS TO LEGAL FORM:

[Signature]
Frank J. DeMarco, County Counsel

APPROVED AS TO ACCOUNTING FORM:

1001 531100
Fund 100 Organization Account

[Signature]
Auditor

APPROVED AS TO INSURANCE REQUIREMENTS

[Signature]
Rose Ann Herrick, Risk Management

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Attachment A-3 - Property Located at 1516 Mt. Shasta Blvd.

EXHIBIT "A"

Beginning at a point on the easterly boundary line of the Former State Highway 99 right-of-way from which point Engineer's Station "S"554 + 18.98 P.O.T. of the Department of Public Works Survey in Siskiyou County from Weed to the Shasta-Siskiyou County line, Road II-Sis-3-A, bears N 89°56' W., a distance of 30.00 feet; and also from which point the West 1/4 section corner of said Section 22 bears S 05°54' 59" W., a distance of 588.70 feet; thence from said point of beginning S 89°56' E., 426.00 feet; thence S 0°04' W., 255.62 feet; thence N 89°56' W., 426.00 feet to the point of intersection with said easterly boundary line; thence N 0°04' E., along said boundary line, 255.62 feet to the point of beginning.