



City of Etna

SISKIYOU RESOURCE CONSERVATION DISTRICT Lease

THIS LEASE is made and entered into this 1st day of June, 2021, by and between THE CITY OF ETNA, a Municipal Corporation, hereinafter referred to as "Lessor", and Siskiyou Resource Conservation District, a Special District, hereinafter referred to as "Lessee".

WITNESETH:

WHEREAS, Lessor is the owner of that certain building commonly referred to as "City Hall", located in the City of Etna; and,

WHEREAS, Lessor desires to lease unto Lessee and Lessee desires to rent from Lessor the property at 450 Main Street, upon the terms and conditions hereinafter set forth,

NOW THEREFORE, the parties hereto do hereby AGREE as follows:

1. Lessor does hereby lease to Lessee and Lessee does hereby hire from Lessor that certain property located at 450 Main Street.
2. The term of this Lease shall be for a period of (2) years, commencing on June 1, 2021 and terminating on April 30, 2023. Should Lessee's funding collapse or be significantly reduced, Lessee shall be excused from and allowed to terminate this lease agreement upon 60 days written notice to Lessor.
3. As and for rental for said premises, Lessee shall pay to Lessor the sum of Three Hundred Dollars (\$300.00) per month in advance during each and every month for the term of the Lease.
4. Lessor shall provide to the Premises and Building, and its common Areas, all utilities, including but not limited to electricity, water, sewer, heat and waste or trash removal.
5. Lessee shall pay to Lessor a pro rata share of said utilities equal to 17%. The cost of said utilities shall be in the amount of \$227.47 for the term of this lease and shall be paid on a monthly basis. Payment will be due with rent unless other arrangements are made with the City Clerk. Lessee shall pay directly to the provider for the following services used exclusively for the Premises: telephone, cable/dish, internet access.
6. Said premises shall be used solely for an office and meeting facility and for no other use or uses without the express written consent of the Lessor.
7. Lessee shall not commit or permit the commission of any acts on said premises nor use or permit the use of said premises in any way that:
 - (a) Will increase the existing rates for or cause cancellation of any fire, casualty, liability, or other insurance policy insuring the building or its contents;
 - (b) Violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing said premises or the building;
 - (c) Obstructs or interferes with the rights of other tenants or occupants of the building or injures or annoys them; or,
 - (d) Constitutes the commission of waste on said premises or the commission or maintenance of a nuisance as defined by the laws of the State of California.

8. Use of supplementary electrical heating devices are not allowed without prior written consent of the Lessor and may result in additional costs to the Lessee.

9. Lessee admits, by entering into possession under this Lease, that said premises are now in a good, clean, and safe condition and repair. Lessee shall, at all times during the term of this Lease and any renewal or extension thereof, maintain, at Lessee's sole cost and expense, said premises, and every part of said premises, in a good clean and safe condition, and shall on expiration or sooner termination of this Lease surrender said premises to Lessor in as good condition and repair as they are in on the date of this Lease, reasonable wear and tear and damages by the elements excepted. Lessee hereby waives any right to make repairs to said premises at the expense of Lessor as provided by any law or statute now or hereafter enacted.

10. Lessee shall permit Lessor or Lessor's agents, representatives or employees to enter said premises at all reasonable times for the purpose of inspecting said premises to determine whether Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in said premises under this Lease.

11. Lessor shall, at Lessor's own cost and expense, maintain the electrical and plumbing facilities, exterior walls, roof, and structural supports of the building of which said premises are part in good order and repair, excepting any repairs caused by the negligent or willful act of the Lessee or Lessee's agents, servants or invitees. Except as otherwise heretofore set forth, Lessee shall maintain the interior of said premises.

12. Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in said premises without the express written consent of Lessor first had and received.

13. Lessee shall indemnify and hold Lessor and the property of Lessor, including said premises and the building of which said premises are a part, free and harmless from any and all liability, claims, loss, damages, or expenses, including counsel fees and costs, arising by reason of the death or injury of any person, including Lessee or any person who is an employee or agent of Lessee, or by reason of damage to or destruction of any property, including property owned by Lessee or any person who is an employee or agent of Lessee, caused or allegedly caused by:

- (a) Any cause whatsoever while such person or property is in or on said premises or in any way connected with said premises or with any personal property on said premises;
- (b) Some condition of said premises;
- (c) Some act or omission on said premises of Lessee or any person in, on or about said premises with the permission of Lessee; or
- (d) Any matter connected with Lessee's occupation and use of said premises.

During the term of this Lease, Lessee shall maintain comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage. The City, its officials and employees, shall be covered as additional insured for any liability arising out of Lessee's use or occupation of said premises. Such policy shall be endorsed to state that such coverage shall not be suspended, voided, canceled or reduced without thirty (30) days prior written notice given to the Lessor. During the term of this Lease, Lessee shall also maintain fire insurance for the contents of said premises.

14. Lessee acknowledges that the Lease herein may give rise to a possessory interest tax, which may be levied by the County of Siskiyou, and Lessee agrees to pay any such tax.

15. 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 U.S. mail, first class postage prepaid, certified mail, addressed to Lessor as follows:

Lessor
PO Box 460
Etna, CA 96027

Lessee
520 Main Street
Etna, CA 96027

Either party, Lessor or Lessee, may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

16. Should any litigation be commenced between the parties hereto concerning said premises, this Lease, or the rights and duties of either 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 their attorney's fees in such litigation, which shall be determined by the court in such litigation or in a separate action brought for that purpose.

17. This Lease cannot be assigned in any way without written consent of the Lessor.

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

LESSOR:

THE CITY OF ETNA
A Municipal Corporation

By: _____
Mayor

LESSEE:

SISKIYOU RCD
A Non-Profit Agency

By: _____
President

ATTEST:

City Clerk