

LAND LEASE AGREEMENT BETWEEN THE LAKE COUNTY SANITATION DISTRICT AND LAKE COUNTY RODEO ASSOCIATION

This Lease is made and entered into this _____ day of _____, 2024, by and between the Lake County Sanitation District, hereinafter referred to as "DISTRICT", and the Lake County Rodeo Association hereinafter referred to as "LESSEE".

WITNESSETH

WHEREAS, the LESSEE has requested the lease of approximately 80 acres of DISTRICT property at the Northwest Regional Treatment Plant not presently being used by DISTRICT (the "Subject Property"); and

WHEREAS, the Subject Property is located adjacent to the treatment plan of the DISTRICT owned property at the Northwest Regional Treatment Plant and is shown on "EXHIBIT A" as a portion of APN 003-046-72 and APN 003-046-30; and

WHEREAS, the LESSEE had indicated its intended use is for future rodeo operations and associated uses; and

WHEREAS, DISTRICT owns and operates that certain facility known as the Northwest Regional Treatment Plant located north of Lakeport, California, hereinafter called "FACILITY" which is not currently using Subject Property; and

WHEREAS, LESSEE acknowledges that DISTRICT will not operate the irrigation system for benefit of the LESSEE; and

WHEREAS, Health and Safety Code §4743 permits the DISTRICT to lease any property of the DISTRICT when its use may be permitted without interfering with the DISTRICT's use.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions; it is agreed between the parties as follows.

A. TERMS AND CONDITIONS

1. This lease agreement allows the exclusive use of the Leased Subject Property subject to the terms of this agreement for the operation of a rodeo and associated uses subject to the proper use permits and zoning requirements of the Lake County Community Development Department.
2. The LESSEE understands that the DISTRICT operates a wastewater treatment and disposal facility at the Northwest Regional Treatment Plant. The LESSEE shall be responsible for ensuring that its proposed use is consistent with rules and regulations for operating the treatment and disposal facility. The LESSEE understands that a portion of the Subject Property contains facilities and that the DISTRICT has complete authority to continue operating and maintaining such system. DISTRICT reserves the right to enter upon the Subject Property at any time for its operational needs.
3. LESSEE will provide, operate and maintain its own stock watering tanks. District shall not provide the pumping of water to fill stock watering tanks and/or the irrigation system.
4. LESSEE shall construct or install any cross fencing as **may be required** by DISTRICT to isolate the subject property to accommodate operational activities.
5. LESSEE will maintain the perimeter fencing, cross fencing, gates and cattleguards for the duration of the lease.

6. LESSEE will remove or bury and dead livestock within forty-eight (48) hours of notice by DISTRICT.
7. LESSEE shall perform weed control as deemed necessary and beneficial by LESSEE or the DISTRICT. LESSEE agrees to comply with all regulatory requirements associated with application of herbicides, if so used. Where mechanical devices are utilized for the purpose of weed control or removal, LESSEE agrees to use diligent care in the protection of FACILITY irrigation lines and appurtenances. All damage caused by LESSEE will, at the DISTRICT's option, be repaired by LESSEE or the cost of repair paid to DISTRICT by LESSEE within 60 days of written demand by DISTRICT.
8. The LESSEE may, with DISTRICT review and written approval, improve the Subject Property and improvements thereon. Any improvements or additions would be at the expense of the LESSEE.
9. LESSEE agrees that any damage, loss, expenses or other harm of any nature that may be suffered by LESSEE, its livestock or any other of its personal property placed upon the Subject Property pursuant to this lease agreement, shall be at its own expense and without recourse of any nature against the County of Lake, the Lake County Sanitation District, its officer, agents and employees for any such damage, losses, expenses or harm.
10. LESSEE agrees that the cost to repair or correct any damages to DISTRICT physical plant, equipment, irrigation system, culverts and fences caused by the LESSEE, or any act or failure to act of LESSEE will be borne by LESSEE.
11. Notice is hereby given that this written lease agreement may be a contract with a private party whereby a possessory interest subject to property taxation is created. Such a property interest may be subject to property taxation if created, and the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interest.
12. This lease agreement may be terminated as follows:
 - a. By mutual consent of the parties; or
 - b. By DISTRICT Special Districts Administrator upon 30 days written notice thereof to LESSEE for cause or non-performance of lease agreement obligations; or
 - c. By DISTRICT Special Districts Administrator upon 60 days written notice thereof to LESSEE for the operational needs of DISTRICT; or
 - d. By DISTRICT Special Districts Administrator upon 60 days written notice thereof to LESSEE in the event the DISTRICT's Board of Directors determines that the termination of the lease is necessary to comply with a state or federal rule, regulation or order that threatens to close, limit, or impose monetary sanctions on the operations of Northwest Regional Treatment Plant; or
 - e. By DISTRICT Special Districts Administrator upon 90 days written notice thereof to LESSEE.
13. Any amendments or additions to this agreement by and between the DISTRICT and LESSEE shall have no effect on this agreement unless in writing and signed by all parties to the agreement, and that the amendment(s) or addition(s) refer to this agreement.
14. LESSEE shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of DISTRICT. Consent to assignment or sub-leasing shall not be unreasonably withheld. Any attempt at assignment of rights under this agreement except for those specifically consented to by both parties or as stated above shall be void.

B. TERM

The term of this Lease shall be for a period of 10 years, commencing on May 1, 2024 and ending on April 30, 2034, unless terminated earlier as herein provided in paragraph A.12.

C. RENT

1. LESSEE agrees to pay DISTRICT a yearly payment of One Hundred Dollars (\$100.00) per year.
2. Lease payments shall be made to DISTRICT by LESSEE on an annual basis. Annual payments shall be due and payable on January 1 of each year following the execution of this Lease.

D. DISPUTES

In the event of a dispute between the LESSEE and the DISTRICT regarding the use and operations of the Subject Property herein, a meeting shall be scheduled to attempt to resolve the dispute between the LESSEE and the Special Districts Administrator. Should the above LESSEE and DISTRICT representatives not be able to resolve the dispute, the resolution of the dispute shall be elevated to the Board of Directors of the Lake County Sanitation District.

E. UTILITIES

LESSEE shall pay for all gas, light, heat, power, water, telephone service and all other service supplied to the Subject Property for the benefit of the LESSEE.

F. INSURANCE

1. LESSEE shall procure and maintain Workers' Compensation Insurance for all of its employees.
2. LESSEE shall procure and maintain Comprehensive Public Liability Insurance, both bodily injury and property damage, in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual, and independent contractor's liability.
3. LESSEE shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with LESSEE's business in an amount of not less than one million dollars (\$1,000,000) combined single limit coverage per occurrence.

G. INDEMNIFICATION

LESSEE shall indemnify and defend DISTRICT, the County of Lake, its officers, employees, and agents against and hold them harmless from any and all claims, losses, damages, and liability for damages, including attorney's fees and other costs of defense incurred by DISTRICT, whether for damage to or loss of property, or injury to or death of person, including properties of DISTRICT and injury to or death of County officials, employees or agents, arising out of , or alleged to arise out of, or resulting from or in any way connected with LESSEE's operations hereunder or the performance of the work described herein, unless such damage, loss, injury or death is caused solely by the negligence of DISTRICT.

H. CONDITION OF PROPERTY

DISTRICT shall lease the Subject Property to LESSEE in its as is condition. LESSEE may thereafter make any improvements or modifications consistent with the operation of rodeo related activities at

its own expense, subject to any required permit and approved by the Special Districts Administrator. At the end of this agreement, or as soon as terminated pursuant to Paragraph A.14 above, any improvements installed on the premises by LESSEE may be removed by the DISTRICT or LESSEE at the LESSEE's cost and expense.

I. JOINT VENTURE OR PARTNERSHIP

Nothing contained in this lease or in any document executed in connection with this lease shall be construed as making LESSEE or DISTRICT joint venturers or partners.

J. ATTORNEYS FEES

If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

K. MODIFICATION

This lease may only be modified by a written amendment hereto, executed by both parties, however matters concerning the scope of this lease which do not affect the agreed rent may be modified by mutual written consent of LESSEE and DISTRICT executed by the Special Districts Administrator.

L. SURRENDER OF SUBJECT PROPERTY

LESSEE agrees at the expiration of the term of this lease, or any extension thereto, or upon the earlier termination thereof for any reason, to quit and surrender said property to DISTRICT in as good state and condition as said property was in when possession thereof was given to LESSEE, and except as specifically agreed in writing by DISTRICT, to remove all fixtures and personal property and to restore the Subject Property to its original grade and configuration.

M. GOVERNING LAW

This agreement shall be governed by the laws of the State of California and the provisions of the Lake County Code. It constitutes the entire agreement, supersedes all proposals, oral or written and all negotiations, conversations and discussions heretofore between the parties related to the subject matter of this agreement.

N. PARAGRAPH HEADINGS

The headings contained in this agreement are added for the convenience of the parties and are for reference only. Such headings shall not, independently of the text of this agreement, provide any rights or create any obligations not otherwise expressly set forth herein.

O. NOTICES

Notices to LESSEE and DISTRICT shall be given at the following addresses:

"LESSEE"
Lake County Rodeo Association
PO Box 63
Lakeport, CA 95453
Attn: Lou Riccardi, President

"DISTRICT"
Lake County Sanitation District
230 North Main Street
Lakeport, CA 95453
Attn: Administrator

P. COMPLETE AGREEMENT

LESSEE and DISTRICT agree that this instrument contains the entire, sole and only agreement between them concerning the Subject Property.

Q. SERVERABILITY

In the event that any provision of this lease is finally held or determined to be illegal or void by a court having jurisdiction over the parties, the remainder of this lease shall remain in full force and effect unless the parts found to be void are wholly inseparable from the remaining portion of this lease.

Executed at Lakeport, California, on the day and year first written above.

LAKE COUNTY SANITATION DISTRICT:

Chair, Board of Directors

LESSEE:



Lake County Rodeo Association

ATTEST: SUSAN R. PARKER
Clerk of the Board

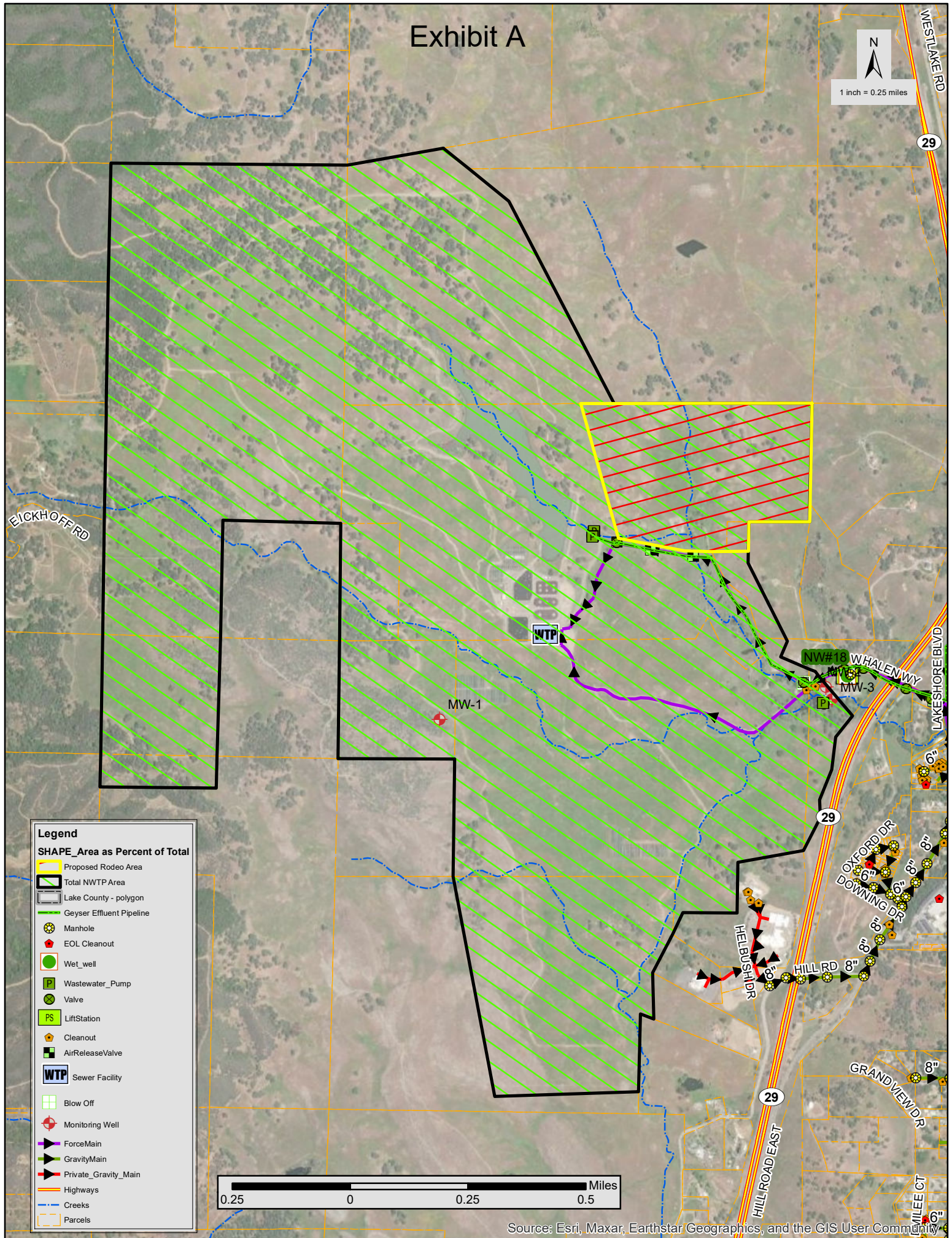
APPROVED AS TO FORM:
Lloyd Guintavano
County Counsel

By: _____

By: 

Lloyd Guintavano (Apr 30, 2024 16:53 PDT)

Exhibit A



Legend

SHAPE_Area as Percent of Total

- Proposed Rodeo Area
- Total NWTP Area
- Lake County - polygon
- Geyser Effluent Pipeline
- Manhole
- EOL Cleanout
- Wet_well
- Wastewater_Pump
- Valve
- LiftStation
- Cleanout
- AirReleaseValve
- Sewer Facility
- Blow Off
- Monitoring Well
- ForceMain
- GravityMain
- Private_Gravity_Main
- Highways
- Creeks
- Parcels