

LEASE AGREEMENT BETWEEN THE COUNTY OF LAKE AND SKYPARK  
PROPERTIES, LCC FOR THE USE OF PROPERTY AS A PILOTS' LOUNGE

This LEASE AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, between the County of Lake, (hereinafter, the "County:") and Skypark Properties, LLC (hereinafter, the "Lessor")

RECITALS

WHEREAS, the County of Lake operates Lampson Field in Lakeport, California; and

WHEREAS, Skypark Properties, LLC owns certain real property which the County desire to use as a resting area or lounge for pilots utilizing Lampson Field; and

WHEREAS, the Lessor is willing to lease to the County the property located at 900 Skypark Drive, Lakeport, California (hereinafter, the "Premises") for that purpose.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Leased Premises. The Premises to be leased by the County as a pilots' lounge is located at 900 Skypark Drive, Lakeport, California, identified by Assessor's Parcel Number 008-032-600-00, and described as follows:

A building 720 square feet in size located on the southeast side of the transient parking area for Lampson Field and located between the property presently occupied by Lasar, Inc. and the real property which was formerly the location for Giovanni's Restaurant.

2. Rental Amount. The Premises shall be leased by Lessor to the County for the rental amount of one thousand dollars (\$1000) per month.
3. Use of the Premises. County may use the Premises for the purpose of providing a pilots' lounge area. The lounge area shall be used to provide a temporary respite to pilots who are flying into and from Lampson Field. County shall not use or permit the Premises to be used for any other purpose or purposes without first obtaining the written consent of Lessor, which consent shall not be withheld unreasonably.
4. Term and Termination.
  - a. The term of this Lease Agreement shall be for a **three-year period** commencing on October 15, 2019 and terminating on October 15, 2022.

5. Option to Renew. County has the option to renew this Lease Agreement for a period of two (2) years from the expiration of the original term. County may opt to renew this Lease Agreement for succeeding two- (2-) year periods on the same terms. County shall exercise these options in writing at least one (1) month prior to the termination of the existing lease period. Renewal rental rates will be at the monthly basic rate with an annual increase of 3% each year the Lease Agreement is renewed by the County.

6. Condition of the Premises.

Lessor represents to County that the Premises, the Building and all Common Areas (including electrical, heating, mechanical, plumbing, gas and fire/life safety systems in the Building and similar building service systems) **to the best of his knowledge, based upon a reasonable exercise of due diligence**, comply with all current laws, codes, and ordinances, including the Americans With Disabilities Act; and are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; and (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined) and (iv) Lessor has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Lessor represents, to the best of his knowledge, that the Premises and the Building contain no asbestos containing materials.

7. Maintenance of the Premises.

a. Lessor Obligations. Lessor shall, at Lessor's own expense, keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed: (1) the structural elements of the Building, including without limitation, all permanent exterior and interior walls, floors and ceilings, roof, concealed plumbing, stairways, concealed electrical systems and telephone intrabuilding network cable and pest control service; (2) mechanical (**excluding HVAC**), electrical, plumbing and fire/life safety systems serving the Building; (3) the Common Areas; (4) exterior windows of the Building; and (5) elevators serving the Building. Lessor, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted.

b. County's obligations. Excluding normal wear and tear, and, County shall, at County's sole expense be responsible for the cost of repairing any area damaged by County or County's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of County.

Additionally, County shall be responsible for the following maintenance: Repairs to: (1) the floor covering (if such floor covering is carpeting it shall be replaced as needed); (2) interior partitions; (3) doors; (4) the interior side of demising walls and (5) signage.

All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by County, which consent shall not be unreasonably withheld or delayed, (b) be at least equal in quality, value and utility to the original work or installation, (c) be in accordance with all laws.

8. Asbestos Warning. Notwithstanding any other provisions of the law, the owner of any building constructed prior to 1979, who knows that the building contains asbestos containing construction materials, shall provide notice to all employees of that owner working within the building. Should the Lessor know of any asbestos-containing material, Lessor will notify County within ten (10) days. If County has a reasonable belief that the Premises contain asbestos-containing material, and Lessor does not wish to perform the required testing and remediation, should any be necessary, County may terminate the Lease Agreement on thirty (30) days written notice to Lessor.
9. Holding Over. In case County holds over beyond the end of the term of this Lease Agreement, with the consent expressed or implied of Lessor, such tenancy shall be from month to month only, subject to the terms and conditions of this Lease Agreement, but shall not be deemed to be a renewal. The rent to be paid in a hold over situation shall be at the rate provided in the terms of this Lease Agreement.
10. Entry into Premises. The Lessor shall have the right to enter said Premises at any reasonable time for inspection or to make repairs, additions or alterations as may be necessary for the safety, improvement or preservation of the leased premises.
11. Janitorial Services. County shall furnish janitorial services as necessary for the Premises.
12. Utilities.
  - a. Lessor shall pay for the furnishing of all water and sewer services which may be used in or upon the Premises during the term of this Lease Agreement or any extension or holdover period.
  - b. County shall pay for the furnishing of electrical service which may be used in or upon the Premises during the term of this Lease Agreement, or any extension or holdover period, provided that County has contracted directly with the utility companies.
13. Subletting. County shall obtain the prior written consent of the owner/agent/manager prior to assigning this lease or subletting any portion of the leased premises, for any part

or all of the term of this lease agreement.

County shall be permitted to sublease the Premises for any or all of the term of this lease agreement on the following conditions:

a. Any and all sublessees shall be required to conform to all obligations and covenants of the of this lease agreement, all provisions of which shall remain in full force and effect for the entire term of the sublease.

b. Permission to sublease in no way releases the County from any and all of its obligations under the lease agreement.

14. Alterations. The parties agree not to make any alterations in or on the Premises without first securing the written consent of the other party, and further agree to make such alterations only at such time that is agreeable to the other party.
15. Loss of or Damage to the Premises. Lessor agrees that should the demised Premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for County's occupancy, then this Lease Agreement shall be terminated immediately upon the happening of any such event whereupon County shall surrender the Premises and shall not be liable for any further payments. In the event of any lesser damage by any such cause, Lessor shall restore the Premises to the condition it was in immediately prior to the event causing the damage, and the lease payment shall abate in proportion to the area not used by the County during the period of restoration. If Lessor should fail to pursue restoration work with reasonable diligence to completion, County, at its sole option may surrender the Premises and shall not be liable for any further lease payments under this Lease Agreement.
16. Successors. Each and all of the terms and agreements contained in this Lease Agreement shall be binding upon and shall inure to the benefit of the successors in interest of Lessor and wherever the context permits or requires, the successors in interest to County.
17. Trade Fixtures. County shall install such fixtures, equipment, and personal property as may be necessary and convenient for its operation. Such furniture, equipment, and personal property may be removed at any time during County's tenancy or within a reasonable time thereafter, and shall not be considered part of the Premises. Removal of the same shall not damage or deface the Premises, and if the Premises shall be so damaged, County shall repair such damage at its own expense.
18. Fire and Other Hazards and Perils - Insurance Coverage.

The parties agree to be responsible for damage by the perils of fire and other hazards,

extended coverage, and vandalism to those items of real and personal property for which they hold title or for which they have assumed liability to others.

19. Indemnification. Each party hereto agrees to indemnify, defend, and save the other party, its agents, officers, representatives, and employees, harmless from and against any and all liability or loss resulting from claims or court action arising directly or indirectly out of the acts of that party, (its) agents, servants, guests or business visitors under this agreement or by reason of any act or omission of such person.
20. Waiver of Rights of Subrogation. The parties agree that in the event of loss due to any of the perils for which they have agreed to provide insurance, each party shall look solely to its insurance for recovery. Lessor and County grant to each other on behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.
21. Lack of Funding. **If, any point during in the lease term occurring after two (2) years from the effective date of this Lease Agreement, County, in its sole discretion, determines that sufficient funds are not available to allow for continuation of this Lease Agreement or current County owned space becomes available, County may unilaterally terminate this Lease Agreement upon thirty (30) days written notice to Lessor without further obligation to Lessor.**
22. Surrender. County shall surrender the Premises to Lessor at the expiration of this Lease Agreement in as good a condition as at the commencement of it, excepting reasonable wear and tear, damages and destruction by the elements, or other persons.
23. Notice. Notice desired or required to be given by this Lease Agreement or by any law now in effect, or later enacted, may be given by enclosing the Notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope, with postage prepaid, in United State mail.

The envelope containing the Notice to Lessor shall be addressed to Lessor as follows:

Skypark Properties, LLC.  
395 Taylor Boulevard, Suite 120  
Pleasant Hill, CA. 94523

or other place as may be designated in writing by Lessor.

The envelope containing the Notice to County shall be addressed to County as follows:

County of Lake

255 N. Forbes Street  
Lakeport, CA. 95453  
Attn: Scott DeLeon, Director of the Department of Public Works

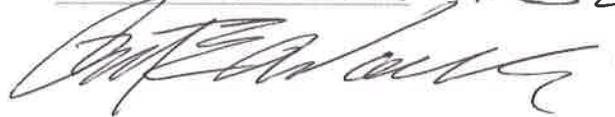
24. Entire Agreement. This Lease Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Lease Agreement shall be valid or binding.
25. Duplicate Counterparts. This Lease Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original.

IN WITNESS WHEREOF, County and Lessor executed this Lease Agreement on the day and year first written above.

COUNTY OF LAKE

NAME OF LESSOR

\_\_\_\_\_  
Chair, Board of Supervisors

SKYPARK PROPERTIES LLC  


ATTEST: Carol J. Huchingson  
Clerk of the Board  
of Supervisors

APPROVED AS TO FORM:

Anita L. Grant  
County Counsel

By: \_\_\_\_\_

By: 