

## **REAL PROPERTY LEASE AGREEMENT**

THIS LEASE is made between the County of Shasta, a political subdivision of the State of California (“County”) and the Shasta Air Quality Management District (“District”) (collectively, the “Parties” and individually a “Party”) for the purpose of providing rooftop space at 2640 Breslauer Way for an air quality monitoring station.

### **Section 1. PREMISES**

County hereby leases to District those premises located at 2640 Breslauer Way, City of Redding, County of Shasta, State of California, consisting of approximately 24 square feet, as designated by County, of rooftop space on the roof of the building.

### **Section 2. TERM AND TERMINATION**

- 2.1 **Initial Term.** The premises are leased for an initial term commencing July 1, 2025, and ending June 30, 2050, or such earlier date as this lease may terminate as provided in this lease, except that if the termination date falls on a Sunday or a holiday, then this lease shall end at 12:00 o'clock noon on the business day next preceding that day.
- 2.2 **Holding Over.** Any holding over shall be on a month-to-month tenancy at the then rental price, and all other provisions of this lease shall remain in full force and effect on a month-to-month tenancy unless and until either party gives 30 days written notice to the other, and District’s tenancy shall terminate at midnight on the last day of the month following the last day of the month in which such notice is given.
- 2.3 **Termination.** Either Party may terminate this agreement upon 30 days’ written notice to the other Party.

### **Section 3. RENT**

Consideration for this license includes the mutual obligations undertaken by the Parties hereto including, but not limited to, the obligations contained in Section 4 and promoting the public purpose of allowing air quality monitoring.

### **Section 4. USE OF PREMISES**

District shall use and occupy the premises for the purpose of conducting general air quality monitoring in furtherance of its public purposes as an air quality management district. The premises shall be used for no other purpose without the written consent of County.

**Section 5. SERVICES AND UTILITIES**

**Government Restrictions.** In the event of imposition of federal, state, or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the term of this lease, both District and County shall be bound thereby. Any costs associated with compliance shall be paid by the County unless such costs are directly related to the conduct of District's business within the premises.

**Section 6. MAINTENANCE AND REPAIRS**

**6.1 District's Obligations.**

6.1.1 District may enter and inspect the air pollution monitoring equipment during regular business hours to render maintenance services or make any necessary repairs.

6.1.2 District is responsible for repairs or maintenance to the premises or building which are caused by District, or its agents, employees, contractors or others entering the premises on District's behalf.

**6.2 Compliance with Law.**

District and County shall each do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to their respective maintenance obligations as set forth herein. Any costs associated with compliance shall be paid by County unless such costs are directly related to the conduct of District's business upon the premises.

**Section 7. CONDITIONS OF SITE AND REMOVAL OF EQUIPMENT**

7.1 District represents that it has inspected the premises and has determined that they are suitable for its proposed use and purposes. District accepts the premises in "as-is" condition. District shall not commit waste at or damage to the premises or the property of the County and shall be responsible for remedying any such waste or damage at its sole expense.

- 7.2 Within ninety (90) days of the expiration or termination of this license, District shall remove its equipment, fixtures, and structures from the premises at District's sole cost and expense. At the expiration or termination of this license, District shall surrender the premises in substantially the same condition as received, except for ordinary wear and tear, or damages to the premises due to causes beyond District's control.
- 7.3 In the event District fails to remove any of District's equipment from the premises, within the aforementioned ninety (90) day period, District shall be deemed to have abandoned its equipment, and the County shall be free to remove and dispose of District's equipment in any manner within County's sole and absolute discretion, and without any liability to District. If District is deemed to have abandoned its equipment to the County, pursuant to the preceding sentence, District shall reimburse the County within five (5) days following County's demand for all costs incurred by the County in removing and disposing of District's equipment, which obligation shall survive the expiration or termination of this license.

## **Section 8. ASSIGNMENT AND SUBLETTING**

- 8.1 **County's Consent Required.** District shall not assign this lease, or any interest therein, and shall not lease or sublet said premises, or any part thereof, or any right or privilege appurtenant thereto, without the written consent of County, which consent shall not be unreasonably withheld. Consent to one assignment or subletting shall not be construed as consent to any subsequent assignment or subletting. Unless such consent has been obtained, any assignment or transfer, or attempted assignment or transfer of this lease, or of any interest therein, or subletting, either by voluntary or involuntary act of District, or by operation of law or otherwise, shall, at the option of County, terminate this lease, and any such purported assignment, transfer or subletting without such consent shall be null and void.
- 8.2 **Release of District.** In the event of an assignment of this lease, which is approved by County, whereby such successor in interest agrees to be bound by all the terms, covenants and conditions of this lease, District shall be relieved from all obligations and liabilities occurring thereafter on the part of the new tenant.

**Section 9. INDEMNITY:**

- 9.1 **District's Indemnification.** District shall indemnify and hold County harmless from and defend County against any and all claims of liability for any injury, death, or damage to any person or property occurring in or on the premises when such injury, death or damage is caused in part or in whole by the neglect, fault or omission of any duty with respect to the same by District, its agents, contractors, or employees. District shall further indemnify and hold County harmless from and against any and all claims arising from any breach or default in the performance of any obligation on District's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of District or any of its elected officials, officers, employees, agents, and volunteers and from and against all costs, attorney's fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If an action or proceeding is brought against County by reason of any such claim, District, upon notice from County, shall defend the same at District's expense provided, however, that District shall not be required to defend nor be liable for damage, injury, or death occasioned by the active or passive negligence or intentional acts of County or its agents, contractors, or employees. County shall provide notice to District within 30 days of receipt or notice of any claim.
- 9.2 **County's Indemnification.** County shall indemnify and hold District, its elected officials, officers, employees, agents, and volunteers harmless from and defend District against any and all claims of liability for any injury, death, or damage to any person or property occurring in, on, or about the premises when such injury, death, or damage is caused in part or in whole by the neglect, fault, or omission of any duty with respect to the same by County, its agents, contractors, or employees. County shall further indemnify and hold District, its elected officials, officers, employees, agents, and volunteers harmless from and against any and all claims arising from any breach or default in the performance of any obligation on County's part to be performed under the terms of this lease, or arising from any negligence or wrongdoing of County, or any of its agents, contractors, or employees and from and against all costs, attorney's fees (including fees of County Counsel), expenses, and liabilities incurred in the defense of any such claim or any action or proceeding

brought thereon. If an action or proceeding is brought against District by reason of any such claim, County, upon notice from District, shall defend the same at County's expense provided, however, that County shall not be liable for damage or injury occasioned by the active or passive negligence or intentional acts of District or its agents or employees. District shall be required to provide notice to the County within 30 days of receipt or notice of any claim.

**Section 10. LICENSES AND PERMITS**

District, and District's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by County.

**Section 11. DAMAGE OR DESTRUCTION**

In the event of any damage to or destruction of the premises, or any portion of the premises, at any time during the term or extended term of this lease, unless caused by District, County will promptly repair, replace, restore, and renew the good condition, order, and repair of the premises. County or District may, in writing delivered to the other party within 30 days after the damage or destruction, terminate this lease as of the date of the damage or destruction if the repair, replacement, restoration, or renewal would likely require more than three months to complete or if the damage or destruction occurs within the final 12 months of the term. This provision shall not restrict the general application of right of termination set forth in Section 2.3, which right may be exercised by either Party, even in the event of damage or destruction affecting the tenancy.

**Section 12. EMINENT DOMAIN**

If all or any part of the premises are taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of such taking, to terminate this lease

as of the date possession is taken by the condemning authority. In the event of a partial taking which does not result in a termination of this lease, rent shall be abated in the proportion which the part of the premises made unusable bears to the rented area of the premises immediately prior to the taking. All consideration, compensation, damages, income, rent, awards, relocation expenses, and interest that may be paid or made in connection with any taking will be divided between the parties as their respective interests may appear as determined by the condemning authority.

### **Section 13. DEFAULT**

If either the District or County fails to comply with any of the material provisions of this lease, notice of such default shall be served on the defaulting party pursuant to the notice provisions of Section 14 and the defaulting party shall have 10 days from receipt of the notice of default to cure said breach. In the event the default is not cured within the 10-day period, the noticing party may immediately terminate this lease.

### **Section 14. NOTICES**

Unless otherwise provided, notices required by law or by this lease to be given to either party shall be in writing and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to either party as set forth below or at such other address as a party specifies in writing. If notice is mailed, notice shall be deemed to have been given three days after mailing. When oral notice is authorized by this lease, it shall be deemed to be effective immediately. Unless otherwise stated in this lease, any written or oral notices on behalf of County as provided for in this lease may be executed and/or exercised by the County Executive Officer.

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|-----------------|--|
| If to District: | Air Pollution Control Officer<br>Air Quality Management District<br>1855 Placer Street, Suite 101<br>Redding, CA 96001<br>Phone: 530-225-5674<br>Email: <a href="mailto:airquality@shastacounty.gov">airquality@shastacounty.gov</a> |
|-----------------|--|

If to County: County Executive Officer  
Shasta County Administrative Office  
1450 Court Street, Suite 308A  
Redding, CA 96001-1680  
Phone: 530-225-5561  
Email: cao@shastacounty.gov

**Section 15. GOVERNING LAW**

All questions with respect to construction of this lease and the rights and liabilities of the parties hereto shall be governed by the laws of the State of California. Any dispute arising hereunder or relating to this lease shall be litigated in the State of California and venue shall lie in the County of Shasta.

**Section 16. INUREMENT**

Subject to the restrictions on assignments as herein contained, this lease shall inure to the benefit of, and shall be binding upon the assigns, successors in interest, personal representatives, estates, and heirs of the respective parties hereto.

**Section 17. ENTIRE AGREEMENT**

This instrument along with any exhibits or attachments hereto constitutes the entire lease between District and County relative to the premises. This lease and any exhibits or attachments may be altered, amended, or revoked only by an instrument in writing signed by both District and County. District and County agree that all prior or contemporaneous oral agreements between their agents or representatives relative to the leasing of the premises are written into or revoked by this lease. If any provision contained in an exhibit or attachment to this lease is inconsistent with any other provision herein, the provision contained in the exhibit or attachment shall control, unless otherwise provided in the exhibit or attachment.

**Section 18. ATTORNEY'S FEES**

If any legal action is brought by either party for the enforcement or interpretation of this lease, for remedy due to its breach, for recovery of the premises, or in any other way arising from the terms of this lease, the prevailing party shall be entitled to recovery reasonable

attorney fees (including fees of County Counsel), costs, and other litigation expenses which shall become a part of any judgment in the action.

**Section 19. COUNTERPARTS/ELECTRONIC, FACSIMILE, AND PDF SIGNATURES**

This lease may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***



**IN WITNESS WHEREOF**, the parties have executed this lease on the dates set forth below. By their signatures below, each signatory represents that they have the authority to execute this lease, and to bind the party on whose behalf their execution is made.

**COUNTY OF SHASTA**

\_\_\_\_\_  
Date

\_\_\_\_\_  
KEVIN W. CRYE, CHAIR  
Board of Supervisors  
County of Shasta  
State of California

ATTEST:  
DAVID J. RICKERT  
Clerk of the Board of Supervisors

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

Approved as to form:

JOSEPH LARMOUR  
County Counsel

**RISK MANAGEMENT APPROVAL**

Signed by:  
By: C. Todd Endres  
C. Todd Endres  
Deputy County Counsel

Signed by:  
By: Dolyene Lane  
Dolyene Lane  
Risk Manager

**DISTRICT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
KEVIN W. CRYE, CHAIR  
Air Pollution Control Board  
County of Shasta

ATTEST:  
DAVID J. RICKERT  
Clerk of the Board of the Air Pollution Control Board

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