



CORRALITOS GEOLOGIC HAZARD ABATEMENT DISTRICT

0241

701 OCEAN STREET, 4TH FLOOR, SANTACRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123

February 13, 2001

Board of Directors
Corralitos Geologic Hazard Abatement District
701 Ocean Street
Santa Cruz, CA 95060

AGENDA: February 27, 2001

SUBJECT: Lease of District Property

Members of the Board:

The District has concluded acquisition of property located at 1133 Amesti Road under the Landslide Hazard Mitigation Program. The former owner has approached the District with a proposal to lease the land back for agricultural uses. Lease of the land for such uses, with prohibitions of new structures, irrigation and grading, is consistent with the Mitigation Program requirement that the land be kept in open space or equivalent uses in perpetuity. The 6.7 acre parcel is zoned for agricultural uses and has been an operating orchard for many years.

We have successfully concluded lease negotiations for a ten year lease with options to renew. The rent will be \$600 per year. Lease payments will commence after conclusion of construction activities to de-water and stabilize the landslide on the property. The Lease indemnifies the District against the Lessee's loss of use of the property by the District's future activities as well as provisions establishing the District's right to access and grant such easements as may be required for the District's purposes.

It is, therefore, **RECOMMENDED** that your Board approve the attached Lease and authorize the Planning Director to execute the Lease of behalf of the District.

Sincerely,

Alvin D. James
Planning Director

RECOMMENDED

Susan A. Mauriello
County Administrative Officer

Attachment: Lease
ADM - 29

CC: Jay Cameron

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0242

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PLANNING (Dept.)
[Signature] (Signature) 2-13-01 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the CORRALITOS GEOLOGIC HAZARD ABATEMENT DISTRICT (Agency)
and T. JAY AND KAREN CAMERON, 1133 AMESTI ROAD, WATSONVILLE, CA 95076 (Name & Address)
LEASE
2. The agreement will provide A BASE OF 6.7 ACRES OF DISTRICT 1 LAND
3. The agreement is needed BECAUSE THE LEASE SUPPORTS THE OBJECTIVES OF THE DISTRICT
4. Period of the agreement is from FEBRUARY 27, 2001 to FEBRUARY 27, 2011
5. Anticipated ~~xxx~~ is \$ 600.00 ANNUALLY (Fixed amount; ~~XXXXXXXXXXXXXXXXXXXX~~)
6. Remarks:

REVENUES

7. ~~XXXXXXXXXX~~ are budgeted in 700130 (Index#) 0440 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. R 748 Date 2/16/01
~~are not~~ ~~will be~~

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the Corralitos Geologic Hazard Abatement District (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 2/20/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
CO. Admin. Officer - Conroy
Auditor-Controller - Pink
Original - Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
By _____ Deputy Clerk

LEASE AGREEMENT

0243

This agreement is entered into this 27th day of February, 2001, by and between the Corralitos Geologic Hazard Abatement District, hereinafter designated "District", and Jay and Karen Cameron, hereinafter designated "Lessee".

The parties agree as follows:

1. Land. District leases to Lessee and Lessee leases from District the parcel of land located in the County of Santa Cruz, California known as Assessor's Parcel Number (to be determined and included as an amendment to this Lease upon creation of the parcel in escrow) described as approximately 6.7 acres of agricultural land. A legal description delineating the parcel is attached as Exhibit A.
2. Term of Lease. The term of this Lease shall be a period of ten (10) years commencing on February 15, 2001 and ending on February 15, 2011.
3. Rent. Upon completion of landslide mitigation construction and upon notification to Lessee that the property is available for uses outlined in this Lease, Lessee will pay District rent for the use and possession of the land in the sum of \$600.00 per year, due and payable on July 1 of each year of this Lease. The first payment shall be due 30 days after notice to Lessee that the property is available for use. Payment shall be made to the Corralitos Geologic Hazard Abatement District, Room 400, 701 Ocean Street, Santa Cruz, California 95060.
4. Use of Property. Property will, during the term of this Lease, be used exclusively for purposes allowed in the CA zone district in addition to other limitations specified elsewhere in this agreement. Lessee agrees to comply with all applicable laws and to acquire any and all necessary permits and/or approvals required for such use. Land use practices shall be consistent with the law with respect to the aforementioned agricultural purposes. Lessee shall construct no permanent structures or permanent improvements on the Property.
5. Access. Lessee is also granted the right to ingress and egress over the service road which enters the property from Amesti Road for purposes of moving equipment and machinery onto and off the premises as well as other activities in the growing, planting and harvesting of crops. Lessee will permit use of this road for any District purposes.
6. Operations. All operations conducted on the premises by the Lessee will be in accordance with the best course of husbandry practiced in the geographic vicinity of the property.
7. Waste. Lessee will not commit or permit the commission by others of any waste on the premises. Lessee will not maintain, commit, or permit the maintenance or commission of any nuisance. Lessor will not use or permit the use of the premises for any unlawful purpose.
8. Return of Property. On termination of this lease or any extensions, Lessee will return the property to District in such condition as may exist at that time.
9. Insurance. Lessee at his sole cost and expense upon activation of use under this lease and any extensions will obtain and maintain general liability insurance coverage in a minimum amount of \$1,000,000.00 combined single limit. The insurance coverage shall include a provision that coverage will not be canceled or allowed to lapse until thirty (30) days after District has received written notice of such cancellation or lapse. All required Comprehensive or General Liability Insurance shall be endorsed to contain the following clause: "The Corralitos Geologic Hazard Abatement District, its

officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Corralitos Geologic Hazard Abatement District.”

This notice shall be delivered return receipt requested and mailed to the Corralitos Geologic Hazard Abatement District, Room 400,701 Ocean Street, Santa Cruz, California 95060.

10. Insurance Hazards. Lessee will not commit or permit the commission of any act on the property or use or permit the use of said property that will increase the existing rates for or cause the cancellation of any liability or other insurance policy insuring the property.
11. Maintenance. Lessee will at his cost and expense, keep and maintain the property in as good repair and order as they were when received.
12. Equipment and Machinery. Lessee will, at his cost, provide all necessary equipment and machinery to conduct a farming operation on the property. Lessee will not operate power equipment prior to 7:00 am nor after dusk unless under unusual conditions or circumstances.
13. Utilities. No utility services shall be installed or maintained by Lessor on the property.
14. Water and Erosion. Lessee shall manage erosion consistent with best site management practices to control erosion, drainage and water quality. Lessee shall not commit or permit the commission of any act on the property that will cause accelerated percolation of water into the ground.
15. Alterations and Liens. The Lessee will not make or permit any other person to make any alterations to the property without the written consent of the District. Lessee will keep the premises free and clear from all liens, claims and demands for work performed, materials furnished, or operation conducted at the request of Lessee.
16. Inspection by District. Lessee will permit the District or the District’s agents, representatives, or employees to enter the property at all reasonable times for inspecting the property to determine whether the Lessee is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the District’s interest in the property.
17. Acceptance by Lessee. The Lessee accepts the property with the understanding that the single family residence and any other structures on the property will be demolished by the District and that District reserves the right and hereby states its intent to allow the regarding and alteration of the property for the purpose of landslide mitigation. Lessee acknowledges and accepts that such mitigation work will make the property untenable for agricultural purposes during the period of mitigation construction and that the District makes no warranty and will be held harmless for loss of practical use of the property during the period of mitigation construction. Lessee acknowledges and accepts that District retains the right to grant easements or rights of way on the property at its sole discretion and that any activities conducted by Lessee under this lease are subordinate to District’s right to grant such easements or rights of way.
18. Indemnification and Hold Harmless. Lessee will exonerate, indemnify, defend, and hold harmless District and it’s officers, agents, employees and volunteers from and against:
 - a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which Lessor may sustain or incur or which may be imposed upon Lessor for injury to or death of persons or damage to property as a result of, arising out of, or in any manner connected with Lessee’s performance under the terms of this Lease excepting any liability arising out of the

acts or omissions of Lessor. Such indemnification includes any damage to the persons or property of Lessor and third persons; and Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to Lessee and Lessee's employees including unemployment insurance, social security and payroll tax withholding.

19. Subleasing and Assignment. Lessee shall not assign, encumber, sublet, or otherwise transfer this Lease or any right or interest in this Lease.
20. Option to Renew. If Lessee is not in default with any of the terms, provisions, or conditions of this Lease, Lessee shall have the right to extend the term of this Lease on all the same provisions contained in this Lease for an additional ten (10) year period following the expiration of the original term by giving written notice of exercise of the option to District at least 120 days prior to the expiration of the original term.
21. Abandonment. Should Lessee breach this Lease and abandon the property prior to the termination, District may;
 - a. Continue this Lease in effect by not terminating the Lessee's right to possession in which event District will be entitled to enforce all its rights and remedies under this Lease including the right to recover rent as it becomes due; or
 - b. Terminate this Lease and recover from Lessee:
 - i. The unpaid rent which had been earned at the time of termination of the lease;
 - ii. Any other amount necessary to compensate the District for obligations under this lease and all collection costs.
22. Default by Lessee. All covenants and agreements contained in this lease are declared to be conditions of this Lease. Should the Lessee default in the performance of any covenant, condition, or agreement contained in this Lease, the District may terminate the lease and regain the property in the manner then provided by the laws of Unlawful Detainer in the State of California then in effect.
23. Insolvency of Lessee. The insolvency of Lessee as evidenced by the appointment of a receiver to take possession of all or a substantial portion of the property of the Lessee, the making of a general assignment for the benefit of creditors by the Lessee, or the adjudication of the Lessee as bankrupt under the Federal Bankruptcy Act, shall terminate this Lease and entitle the District to reenter and regain possession of the property.
24. Notices. Except as otherwise provided by law, notices required or permitted by this lease or by law to be served on or given to either party by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party or when deposited in the United States Mail, first-class postage pre-paid, address to the District at: 701 Ocean Street, Room 400, Santa Cruz, California 95060. Either party may change the address for the purposes of this paragraph by giving written notice of the change to the other party. Notices may also be sent electronically so long as they are also sent by 1st Class Mail. Lessee's Notice address: Jay and Karen Cameron, 1133 Amesti Road, Watsonville, California 95076.
25. Binding on Heirs and Successors. This Lease shall be binding on and insure the benefit of the heirs, executors, administrators, successors and assigns of the parties, but nothing contained in this paragraph is to be construed as a consent by the Lessor to any assignment of this Lease by the District.
26. Time. Time is expressly declared to be of the essence in this Lease.

27. Waiver. The waiver of any breach of any of the provisions of this Lease by the Lessor or the District shall not constitute a continuing waiver of a waiver of any subsequent breach by either party.
28. Lessee understands in accepting this Lease agreement that Lessee's interest therein may be subject to a possible possessory interest tax that the county may impose on such interest and that such tax payment shall not reduce any rent due the District hereunder and any such tax shall be the liability of and be paid by Lessee and shall be paid in a timely manner.
29. Lessee understands that the property leased herein was acquired by the District for future use for governmental purposes and that Lessee's occupancy under this agreement is an interim use only. Having notice of these conditions, tenant hereby waives any rights or claims against the District now or at any time in the future for relocation assistance, payments and/or benefits.

This Lease includes the following attachments:

Exhibit A – Legal Description

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSEE T JAY CAMERON

BY:

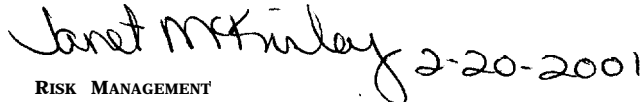


CORRALITOS GEOLOGIC HAZARD ABATEMENT DISTRICT

BY:

APPROVED AS TO INSURANCE:

BY:

 2-20-2001
RISK MANAGEMENT

RECEIVED
PERSONNEL DEPT - 1
01 FEB 15 PM 2:41

APPROVED AS TO FORM:

BY:


OFFICE OF THE COUNTY COUNSEL

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