

LEASE AGREEMENT

THIS LEASE is entered into on _____, 2006, between the COUNTY OF TULARE (COUNTY), and the Tulare County Historical Society (LESSEE), and with the following references follows:

- A. LESSEE plans to lease an area of Mooney Grove Park as shown in Exhibit A, for the installation of a History of Farm Labor and Agriculture Museum (MUSEUM).
- B. LESSEE will reimburse the COUNTY for the work the COUNTY does to install the MUSEUM.

ACCORDING ITS IS AGREED:

1. **LEASE:** COUNTY leases to LESSEE and LESSEE leases from COUNTY, the real property located at 27000 South Mooney Blvd., in the City of Visalia, State of California, consisting of approximately 3.5 acres (PREMISES) as delineated in Exhibit A attached. Attached hereto as Exhibits B and C, and incorporated herein by reference are LESSEE's preliminary space plans and specifications showing the design, character and appearance of the MUSEUM. This lease is void if the Lessee does not obtain the funding to construct the MUSEUM.

2. **TERM:** The term shall commence on July 1, 2006 and shall expire June 30, 2026. This LEASE is for the exclusive control of the premises that will be planned, designed and constructed by the LESSEE.

3. **RENT:** LESSEE shall pay to COUNTY yearly rent, without deduction, set off, prior notice, or demand of \$1.00 payable in advance on the first day of each year, commencing on the date the term commences, and continuing during the term.

4. **ACCEPTANCE:** COUNTY and LESSEE are entering into a LEASE for the LESSEE to develop a museum on the property located at 27000 South Mooney Blvd, Visalia, CA. COUNTY or its agents will proceed without delay to install the MUSEUM as called for in EXHIBITS B and C. LESSEE will reimburse the COUNTY, its costs for the work done to install the MUSEUM. COUNTY will submit invoices to the LESSEE every 30 days for the work done and LESSEE will pay the invoices within 30 days of receiving reimbursement. LESSEE acknowledges that the Work maybe subject to such prevailing wage, apprenticeship, and anti-

discrimination provisions of the Labor Code as are applicable to public works projects. The parties will follow the laws governing Prevailing Wage. Installation of the MUSEUM is completed upon the issuance of a Certificate of Occupancy.

5. **USE:** LESSEE will use the PREMISES for a History of Farm Labor and Agriculture Museum. LESSEE shall not be obligated to comply with any law that requires alterations, maintenance, or restoration to the PREMISES unless the alterations, maintenance or restoration are required as a result of LESSEE's particular and specific use of the PREMISES at the time. LESSEE shall not use the PREMISES in any manner that will constitute waste or nuisance.

6. **MAINTENANCE:** COUNTY will be responsible for all maintenance, repair and upkeep of the PREMISES, including without limitation, the parking lot, grounds, and building.

7. **ALTERATIONS:** LESSEE shall not make any structural or exterior alterations to the PREMISES without COUNTY's consent.

8. **MECHANICS LIENS:** LESSEE shall pay all costs for construction done by it or caused to be done by it on the PREMISES as permitted or required under this Agreement. LESSEE shall keep the building, other improvements, and land on which the PREMISES are located free and clear of all mechanics liens resulting from construction or repair work done by or for LESSEE.

9. **UTILITIES AND JANITORIAL:** COUNTY shall make all arrangements for, and pay for, all utilities and services furnished or to be used at the PREMISES, including, without limitation, gas, electricity. COUNTY shall provide all fire extinguishers and related signs. COUNTY shall furnish, at its own expense, all janitorial services.

10. **INDEMNITY:** COUNTY shall not be liable to LESSEE for any damage to LESSEE or LESSEE's property from any cause, except that COUNTY shall be liable to LESSEE for damage to LESSEE resulting from the acts or omissions of COUNTY, its agents and employees.

11. **INSURANCE:** LESSEE acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance.

12. **CONDEMNATION:** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the PREMISES are a part, or

any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

- a. If the PREMISES are totally taken by condemnation, the tenancy shall terminate on the date of the taking;
- b. If any portion of the PREMISES is taken by condemnation the tenancy shall remain in effect, except that LESSEE may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

If any portion of the PREMISES is taken by condemnation and the tenancy remain in effect, the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the PREMISES taken bears to the total value of the PREMISES immediately before the taking.

13. **ASSIGNMENT:** LESSEE shall not assign or encumber its interest in the tenancy, or sublease all or any part of the PREMISES, without the consent of COUNTY.

14. **DEFAULT:** The occurrence of any of the following shall constitute a default:

COUNTY

Failure to perform any provision of this agreement if the failure to perform is not cured within 30 days after notice has been given to COUNTY. In the event COUNTY fails to cure the default, LESSEE may, at its discretion, terminate the agreement upon ten (10) days written notice to COUNTY.

LESSEE

- a. Failure to pay rent when due 10 days after receiving a written notice;
- b. Abandonment and vacation of the PREMISES;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after written notice has been given to LESSEE.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that LESSEE perform the provisions within the applicable period of time.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the parties shall have the remedies now or later allowed by law.

15. **SIGNS:** LESSEE may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the PREMISES without COUNTY's prior written consent. Eleven days after the expiration or termination of this lease, COUNTY may remove and destroy any items, which were permitted to be installed in accordance with the terms of this section and not removed by LESSEE.

16. **COUNTY'S ENTRY ON PREMISES:** COUNTY and its authorized representatives shall have the right to enter the PREMISES at all reasonable times, and after reasonable notice to LESSEE, for any of the following purposes:

- a. To determine whether the PREMISES are in good condition and whether LESSEE is complying with the obligation under this agreement;
- b. To do any necessary maintenance and to make any restoration to the PREMISES or the building and other improvements in which the PREMISES are located that COUNTY has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this agreement;

17. **SURRENDER:** On expiration or other termination of the tenancy, LESSEE shall surrender the PREMISES including improvements to the land and the MUSEUM to COUNTY in good condition, ordinary wear and tear excepted. LESSEE shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alteration or fixtures.

18. **TERMINATION:** Either party may terminate this Agreement for cause upon five (5) days prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the Agreement within 30 days of written notice of the breach.

19. **SUCCESSORS:** This agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this agreement.

20. **NOTICE:** Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and either served personally or sent by prepaid, first class mail, certified return receipt requested, and addressed to the other party at the address indicated below:

COUNTY: Board of Supervisors
County of Tulare
Administration Building
2800 W. Burrel
Visalia, CA 93291

LESSEE: Tulare County Historical Society
P. O. Box 295
Visalia, CA 93279

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

21. **WAIVER:** COUNTY's consent to or approval of any act by LESSEE shall not be deemed to waive or render unnecessary COUNTY's consent to or approval of any subsequent act by LESSEE.

22. **INTEGRATION:** This instrument contains all the agreements of the parties relating to the premises and cannot be modified or amended except by a subsequent agreement in writing

23. **SEVERABILITY:** The unenforceability, invalidity, or illegality of any provision of this agreement shall not render the other provisions of the agreement unenforceable, invalid, or illegal.

24. LESSEE acknowledges that this LEASE may create a possessory interest which is subject to property taxation. LESSEE shall pay all such taxes levied against such interest directly to the taxing authority without offset against the rental amount contained herein.

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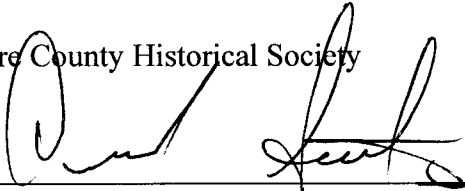
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LESSEE

Tulare County Historical Society

Date: 9-22-06



Carl Switzer, President

COUNTY OF TULARE

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: C. BRIAN HADDIX
County Administrative Officer/
Clerk of the Board of Supervisors

By _____
Deputy Clerk

Approved as to form:
County Counsel

By Clara O. L. F.
Deputy

Dated 9-20-06

Attachment A

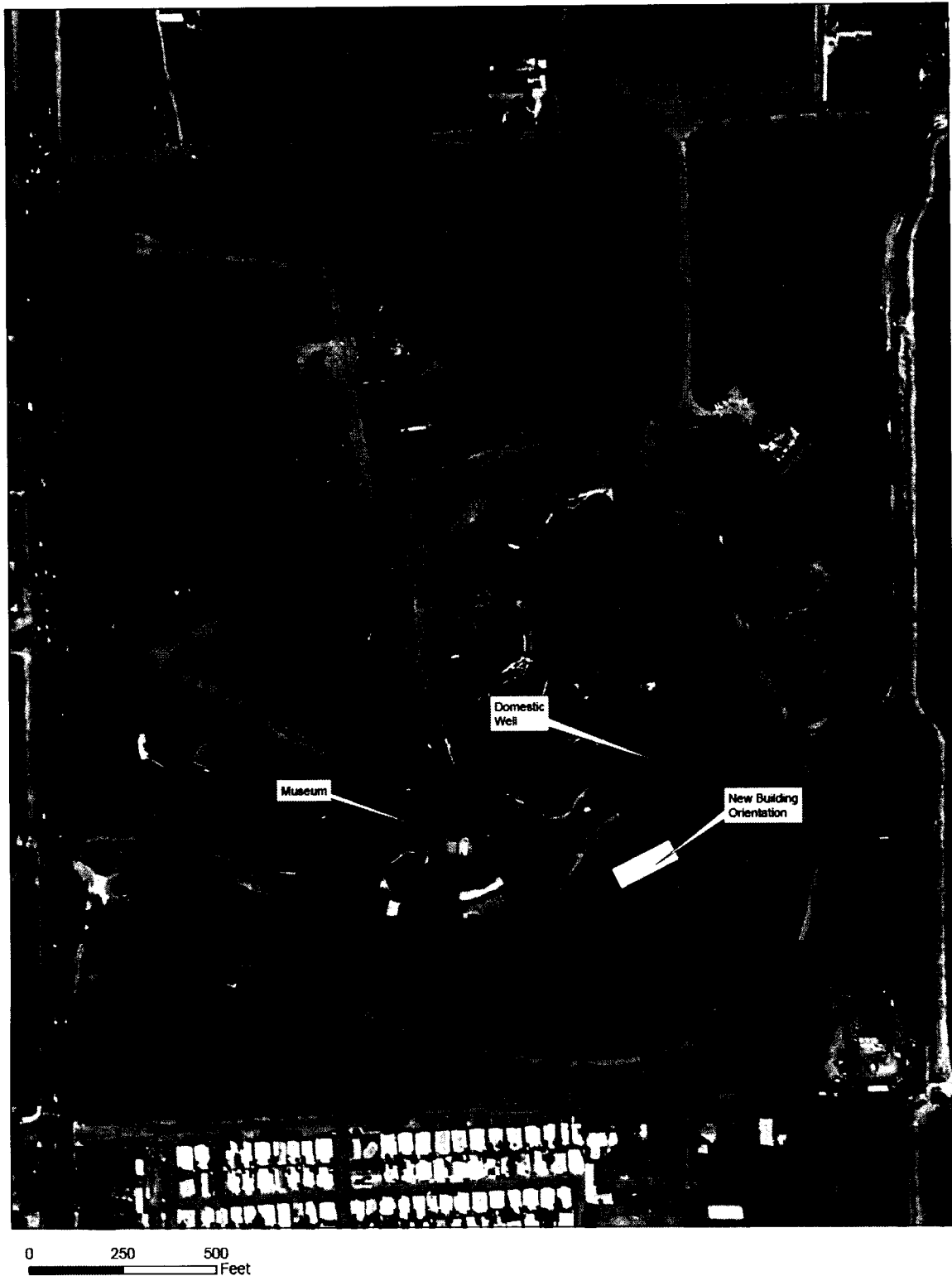


Exhibit B

CCHE Round Two Grant Application – Division One Application

CHART B – WORK PLAN (There is no page limitation for this chart.)

Tasks	Deliverable(s)	CCHE	Match	Match Source	Start Date	Completion Date
1. PHASE I: 1.Acquisition of 31/2 acres to add to current museum grounds	The acquisition of the property has been approved by the County's BOS. This will mark the beginning of Phase I	\$0	\$304,920	T.C.H.S.	Immediately upon receipt of CCHE funding	Four weeks after receipt of CCHE funding
2. Installation of fencing around new addition	Fencing can be installed in 2 weeks and can be purchased upon receipt of CCHE funding	\$55,800	\$4,000	CSET to install fencing and provide match	Immediately upon receipt of CCHE funding	Five weeks after receipt of CCHE funding
3. PHASE II: Acquisition of Building Permits	The permits will take approximately 3 weeks to be approved and can be applied for on receipt of CCHE funding	\$3000	\$10,960	The County of Tulare	Immediately upon receipt of CCHE funding	Within 3 weeks of CCHE funding
4. Erection of steel "Museum of Farm Labor and Agriculture"	The new building will be installed in 4 weeks	\$1,320,000	\$30,000	T.C.H.S.	Immediately upon approval of building permits	Within 4 weeks of approval of building permits
5. Installation of antique farm equipment	The equipment will be moved in within 2 weeks of building's completion	\$0	\$3,000	County of Tulare	Immediately upon completion of steel building	Within 2 weeks of completion of steel building
6. PHASE III: Installation of concrete ADA accessible walkways	Walkways will be completed within 4 weeks	\$51,600	\$1,100	County of Tulare	Immediately upon installation of farm equipment	Within 4 weeks of installation of farm equipment
7. PHASE IV: Building of five custom display cases	Building of cases will commence at beginning of project	\$10,533	\$440	County of Tulare	Immediately upon receipt of CCHE	Within 12 weeks of CCHE funding

Exhibit B cont.

CCHE Round Two Grant Application – Division One Application

Tasks	Deliverable(s)	CCHE	Match	Match Source	Start Date	Completion Date
8. Purchase and installation of 2 audio informational kiosks	Kiosks will be ordered at the beginning of the project	\$0	\$2000	Tulare County Museum	funding Kiosks will be ordered at beginning of the project	Kiosks will arrive and be installed within 12 weeks of project commencement
9. PHASE V: Project landscaping	Landscaping will begin with the completion of the walkways	\$0	\$2,500	County of Tulare	Landscaping will begin 4 weeks into the project (upon completion of walkways)	Landscaping will be completed within 4 weeks (8 weeks after the beginning of project)
10. ADMINISTRATION: Administration of grant and office support costs	Will be ongoing throughout the project	\$10,937	\$19,250	County of Tulare	Will begin upon receipt of CCHE funding	Will end with completion of project
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12.						
13.						
14.						
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20.						
TOTAL		\$1,451,870	\$73,250			
Narrative information to further explain one or more of the tasks:						

