

LEASE AGREEMENT

This Lease Agreement is made and entered into as of the 11th day of June 2013 by and between the **South Tahoe Redevelopment Successor Agency**, a municipal corporation ("STRSA") and **Mansoor Alyeshmerni** ("Lessee").

RECITALS

- A. WHEREAS, the South Tahoe Redevelopment Successor Agency owns that certain real property directly adjacent to the City owned property known as El Dorado County Assessor Parcel Numbers (APN), 027-075-11, 027-075-19 and 027-075-20 (the "STRSA Parcels") (hereinafter "STRSA Parcels");
- B. WHEREAS, Lessee is the owner of that certain real property commonly referred to as the Ski Run Marina and known as APN 027-690-06 upon which portions of the Ski Run Marina Village has been constructed (hereinafter "Lessee Parcel");
- C. WHEREAS, in 2008, the STRSA entered into an agreement with Lessee for five years to establish temporary parking use of the STRSA Parcels and establish rights, payments and duties with respect to the STRSA Parcels and the water treatment system on the STRSA Parcels;
- D. WHEREAS, the STRSA desires to preserve flexibility to pursue more optimal parking solutions for the entire business district in the vicinity of Ski Run Blvd. and Highway 50, and may, if Lessee does not proceed for any reason to complete improvements as set forth in Paragraph 1 of this Lease Agreement, wish to terminate on short notice this with Lessee in order to implement parking facilities that in the STRSA's sole opinion are superior to those in place at the time, either on the real property referenced above or other real property in the vicinity owned by the STRSA or by others.

AGREEMENT

1. Scope and Purpose of Lease. Subject to the provisions herein, the STRSA hereby grants a lease to Lessee for the following purposes and in consideration of the following obligations:
 - a. STRSA hereby leases to Lessee El Dorado County Assessor Parcel Numbers (APN), 027-075-11, 027-075-19 and 027-075-20, more commonly known as 1051 Ski Run Blvd. South Lake Tahoe, CA 96150 (the "STRSA Parcels") to be used for parking that Lessee may, from time to time, designate as appropriate for relieving peak parking at the Ski Run

CENTRAL RECORDS

FILE No.: 1047
R-2-13
OB-2-13

6/11/13 CC MTG. 7/2/13 OB MTG.

Marina. Usage of said Leased STRSA Parcels may include employee parking or other arrangements for shifting parking loads that Lessee may agree upon with neighbors.

2. The Leased Parcels. The property being leased is El Dorado County Assessor Parcel Numbers 027-075-11, 027-075-19 and 027-075-20 (the "STRSA Parcels").
3. Lease Fee. Upon execution of this Lease Agreement, Lessee agrees to pay to City on or before the first day of July of each year during the term of this Lease, an *annual fee of \$2,000.00 per year*. Lessee shall pay said Lease fee in the form of a check sent to the City's Finance Department located at 1901 Airport Road, Suite 210, South Lake Tahoe CA 96150, with a copy of this Agreement attached to said check.
 - a. Late Payment. If any monthly rent or other payment due from Lessee is not received by City within ten (10) days of the date upon which it is due, Lessee shall pay to City an additional Charge of ten percent (10%) of the overdue payment as a late charge.
4. Term of Lease. The term of this Lease shall begin on the date set forth above and end 30 days later. The lease shall continue on a month to month basis until terminated or revoked by either party to the Agreement who may terminate or revoke the agreement with or without cause.

Upon the end of the term of this Lease, as provided herein, or any extension thereof, or sooner termination of this Lease, Lessee shall surrender to STRSA the STRSA Parcels, together with all improvements except as hereinabove provided, and any fixtures and equipment in good condition, reasonable wear and tear excepted.

5. Use. Lessee's right to use the STRSA Parcels is nonexclusive, and Lessee and the STRSA, its agents, employees and contractors shall have the right to enter the STRSA Parcels for any purpose that does not unreasonably interfere with the rights granted to Lessee under this Lease Agreement. Such purposes may include but are not limited to the STRSA entering to: inspect the STRSA Parcels; show the STRSA Parcels to prospective tenants; determine whether Lessee is complying with the Lease Agreement; make repairs, alterations or improvements.

Lessee hereby acknowledges that the use of the STRSA Parcels consist of those uses set forth in Paragraph 1 herein. Lessee at its sole cost shall provide all other necessary supplies, equipment, furnishings and personnel necessary for the administration, staffing, operation and maintenance of the STRSA Parcels.

- a. Qualifications on Use.

Lessee's right to use the STRSA Parcels shall be those purposes enumerated in Paragraph 1 herein. All other uses shall be considered a breach of this Lease Agreement, and shall give the STRSA authority to immediately terminate this Lease.

b. Prior Encumbrances.

This Lease is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the STRSA Parcels. Lessee accepts the STRSA Parcels in its present condition.

c. Licenses, Permits, etc.

Lessee shall, at Lessee's own cost and expense, obtain and maintain all licenses, permits, certificates or other authorizations of any governmental authority having jurisdiction over the Leased STRSA Parcels and Lessee's use of the Leased STRSA Parcels; without limiting the generality of the foregoing, Lessee shall comply with all applicable laws, resolutions, codes, rules, orders, directions, ordinances and regulations of any department, bureau or agency or any governmental authority having jurisdiction over the operations, occupancy, maintenance and use of the STRSA Parcels for the purposes hereunder, except for those requiring major Alterations the Leased STRSA Parcels as distinguished from those relating to furniture, fixtures or equipment of Lessee therein. Lessee shall indemnify and save STRSA harmless from and against any claims, penalties, losses, damages or expenses imposed by reason of Lessee's violation of any applicable law or the rules and regulations of governmental authorities having jurisdiction thereof.

6. Conditions of Premises. Lessee shall maintain the STRSA Parcels in a good, clean and safe condition and shall maintain the parcel in the identical condition to that which existed prior to the execution of this lease.

a. Alterations. Addition of any fixtures, or any other material, structural, or landscaping alterations to the STRSA Parcels shall require prior written consent from STRSA.

b. Return of Parcel in Present Condition. Upon expiration of this Lease, Lessee shall return possession of the STRSA Parcels in the condition it existed prior to execution of this Lease. Lessee shall commit no waste or harm to the STRSA Parcels. Upon termination, STRSA shall have the right to request removal of any fixtures, materials, structures, or any other alterations installed by Lessee upon the STRSA Parcels at the Lessee's expense.

7. Termination. This Lease Agreement may be terminated by STRSA or Lessee immediately for cause or without cause upon sixty days (60) days written notice of termination.

Termination, revocation, or expiration of this Lease Agreement shall not release either party from liability resulting from an event which occurred prior to such termination, revocation or expiration.

Upon termination, revocation or expiration of this Lease, Lessee shall discontinue the use of the STRSA Parcels and, upon written notice from STRSA, remove from the STRSA Parcels all personal property. Lessee shall restore the STRSA Parcels as nearly as possible to the condition in which they existed immediately prior to the execution of this Lease. Property of Lessee not removed from the STRSA Parcels within 60 days after the termination, revocation, or expiration of this Lease, shall become the property of the STRSA.

If this Lease is terminated, STRSA shall have all of the rights and remedies of a landlord provided by Civil Code section 1951.2, in addition to any other rights and remedies STRSA may have. The damages which STRSA may recover shall include without limitation; (i) the worth at the time of award of the unpaid rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of the rental that Lessee proves could have been reasonably avoided; (iii) the worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (iv) all reasonable legal expenses and other related costs incurred by STRSA following Lessee's default; (v) all reasonable costs incurred by STRSA in restoring the STRSA Parcels in good order and condition to re-lease the STRSA Parcels; and (vi) all reasonable costs, including without limitation, any brokerage commissions incurred by STRSA in re-leasing the STRSA Parcels.

8. Indemnity. Lessee hereby agrees to and shall indemnify and hold harmless STRSA, its elected and appointed boards, officers, agents, employees and volunteers from and against any liability for any and all claims, demands, actions, losses, damages and injuries, direct or indirect (including any and all costs and expenses in connection therein), arising out of this Lease Agreement or caused in any way by Lessee's use of the STRSA Parcels, except for any such claims arising out of the negligence or willful misconduct of the STRSA.

STRSA does not, and shall not, waive any rights against Consultant which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by STRSA, or the deposit with STRSA by Lessee, of any of the insurance policies hereinafter set forth. This hold harmless agreement by Lessee

shall apply to all damages and claims for damages, or alleged to have been suffered, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Lessee further waives any and all rights to any type of express or implied indemnity or right of contribution from the STRSA for any liability, claims, demands, costs, charges and expenses and causes of action of whatsoever arising out of or in any way connected with this Lease Agreement, and Lessee's use of the STRSA Parcels pursuant to this agreement.

9. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to STRSA: South Tahoe Redevelopment Successor Agency
 1901 Airport Rd.
 South Lake Tahoe, CA 96150

Provide a copy to: City Attorney's Office
 City of South Lake Tahoe
 1901 Airport Road, Suite 300
 South Lake Tahoe, CA 96150

If to Lessee:

Provide a copy to:

10. Assignment and Subleasing. This Lease is personal to Lessee. As such, Lessee has no right to assign this Lease in whole or in part or sublease the STRSA Parcels in whole or in part. Lessee may not grant concessions in or upon the STRSA Parcels without the prior written approval of the STRSA. Neither this Lease nor any interest in this Lease shall be assignable without the prior written consent of STRSA.
11. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
12. Dispute Resolution. Any dispute concerning this Lease Agreement will be first submitted to the STRSA Manager or his/her designee for resolution. If no resolution is reached, such dispute shall be submitted to the STRSA Council. The decision of the STRSA Council shall be final and shall be appealable only to the El Dorado

Superior Court pursuant to California Code of Civil Procedure §1094.5, and as provided by law.

13. Controlling Law Venue. This Lease Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in the Superior Courts in the County of El Dorado, South Lake Tahoe Division.
14. Amendments. This Lease Agreement may be modified or amended only by a written document executed by both Lessee and STRSA and approved as to form by the City Attorney.
15. Severability. If any term or portion of this Lease Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease Agreement shall continue in full force and effect.
16. Entire Agreement. This Lease Agreement constitutes the complete and exclusive statement of Agreement between STRSA and Lessee. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Lease Agreement.
17. Execution. This Lease Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Lease Agreement, it shall not be necessary to produce or account for more than one such counterpart.
18. Time is of the Essence. Time is of the essence for this Agreement.

19. Authority to Enter Agreement. Lessee has all requisite power and authority to execute, deliver, and perform under this Lease Agreement. Each party warrants that the individuals who have signed this Lease Agreement have the legal power, right, and authority to make this Lease Agreement and to bind each respective party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

SOUTH TAHOE REDEVELOPMENT
SUCCESSOR AGENCY:

Date: July 8 2013
By Tom Davis
Tom Davis, Chairperson

LESSEE:

Date: 7/13/13
By Mansoor Alyeshmerni
Mansoor Alyeshmerni
Ski Run Marina Property Owner

Business License # _____

OVERSIGHT BOARD OF THE
SOUTH TAHOE REDEVELOPMENT
SUCCESSOR AGENCY:

Date: 7/3/13
By Hal Cole
Hal Cole, Chairperson

APPROVED AS TO FORM:

Date: 7/3/13
By Nira Feeley
Nira Feeley, Interim City Attorney

ATTEST:

Date: 7/8/13
By Susan Alessi
Susan Alessi, City Clerk

