

ATTACHMENT B

GA 609-3
La Habra Library

LEASE SUMMARY

COUNTY

County of Orange

LESSOR

City of La Habra

PREMISES

City leases to County the Premises, including the improvements and Building thereon of approximately 13,994 rentable square feet in the Building, together with non-exclusive, in common use of driveways for vehicle ingress and egress, pedestrian walkways, and common areas appurtenant to the Premises.

PARKING

City shall operate, maintain, and provide parking area(s) for library patrons and the County, with sufficient free parking.

City shall also provide parking for disabled persons in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances.

USE

The County shall use the Premises for free public library purposes or any other lawful use.

TERM

The Term of this Lease shall commence on the Effective Date and continue in effect until December 3, 2060.

OPTION TO EXTEND TERM

Provided there is no current County Default under this Lease, the Parties may mutually agree to extend the term of this Lease for two (2) five (5) year periods approved and executed by the Chief Real Estate Officer and memorialized in subsequent amendments. Either Party may give notice of its desire to extend the Term no sooner than twelve (12) months, and no later than nine (9) months, prior to the Lease termination date.

RENT

In exchange for the valuable consideration of providing free public library services, County's use of the Premises shall be rent-free throughout the Term of this Lease or any Extension

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Term(s) and shall continue to be rent-free as long as County uses the Premises to provide free public library services.

OPTION TO TERMINATE LEASE

This Lease may be terminated at any time by either Party after December 4, 2045, by giving written notice to the other Party at least one hundred and eighty (180) days prior to said termination date.

CITY TERMINATION COST

If the City terminates this Lease or withdraws from the Orange County Library System prior to December 4, 2045, the City shall, as a condition of such termination and withdrawal, pay a termination fee to County equal to the value of the Work being completed by the County pursuant to Clause 10 (CONSTRUCTION) of this Lease, currently estimated to be \$6,100,000, depreciated on a day-to-day basis from the Effective Date to the date of the termination of this Lease, with the fee on December 4, 2045 being \$0.00. Upon completion of the Work, County shall provide to City a final accounting of the cost of the Work with supporting documentation, which will then establish the initial Termination Cost as of the Effective Date of this Lease, and will be memorialized by the Director, OC Community Resources and the City Manager upon agreement. The Termination Cost shall be calculated at the time of termination based on the Effective Date divided by the number of days between the Effective Date and December 4, 2045, multiplied by the number of days between the termination date and December 4, 2045.

The City shall provide County with at least six months' written notice prior to termination of the Lease or withdrawal from the Orange County Public Library System.

CONSTRUCTION

Within one year of the Effective Date of this Lease, County shall complete, at County's sole cost, the Work which includes constructing a new roof, upgrading the HVAC system, along with updating the electrical, plumbing, and accessibility systems.

REPAIR AND MAINTENANCE

County shall provide, at its own cost and expense, all repair, maintenance and janitorial services inside the Building until December 31, 2035, unless otherwise stated herein. City shall provide, at its own cost and expense, all repair, and maintenance outside of the Building and Premises, including but not limited to the parking lot and landscaping.

Commencing on January 1, 2036 ("**Maintenance Commencement Date**"), the allocation of the repair, and maintenance, including the Heating, Ventilation, Air Conditioning ("**HVAC**") system, between the Parties for the Building and Premises are as set forth below, and as further detailed in Exhibit C, which is attached hereto and by reference made a part hereof.

City Services. City shall provide at its sole cost and expense (except as otherwise provided in this Lease), any and all necessary repair, maintenance and replacement for the Premises,

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Building (and systems therein), and parking lot in good order, condition and repair and in compliance with all applicable laws, including, but not limited to, the replacement, repair and maintenance of the structural portions of the Building, the roof of the Building, the parking facilities and all Building systems including the HVAC system, the plumbing, electrical and mechanical systems, roof, paving, exterior pest control, and landscaping, including the services contained within Exhibit C. City shall not be responsible for any damage caused by County's patrons' use and/or misuse of the Premises by the County, its employees, agents or invitees.

UTILITIES

County shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises.

INDEMNIFICATION

County hereby agrees to indemnify, hold harmless, and defend City, its elected and appointed officials, officers, agents, employees, and volunteers from and against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising in connection with County's use and occupation of the Premises and their maintenance obligations under this Lease, except for liability arising out of the sole negligence or willful misconduct of City, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

City hereby agrees to indemnify, hold harmless, and defend County, its elected and appointed officials, officers, agents, employees, and volunteers against any and all claims, losses, demands, damages, costs, including reasonable attorneys' fees, expenses or liability arising out of the City's maintenance obligations under this Lease, except for liability arising out of the sole negligence or willful misconduct of County, its elected and appointed officials, officers, agents, employees, or volunteers, including the cost of defense of any lawsuit arising therefrom.

HOLDING OVER

In the event County shall continue in possession of the Premises after the Term or any Extension Term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.