

LAKE COUNTY OFFICE OF EDUCATION  
Office of Superintendent

**Property Lease – Taylor Observatory**

**ISSUE**

The County Board of Education will discuss the extension of a lease of property on which the Taylor Observatory is located from Kelseyville Unified School District.

**PREVIOUS ACTIVITY**

A draft lease extension was presented to the Kelseyville Unified School District Board of Education on March 21, 2017.

**DISCUSSION**

The KVUSD Board of Education has requested the revisions to the initial proposed draft.

1. Revise the lease extension to 25 years, terminating in the year 2053.
2. Building plans would be reviewed by the Kelseyville Unified School District Board.
3. Should county offices of education cease to exist, the property and facilities would revert to Kelseyville Unified School District.

**FISCAL, STAFFING AND FACILITIES ISSUES**

See above

**RECOMMENDATION**

For discussion

## LEASE AGREEMENT

This Lease Agreement is entered into by and between the Lake County Board of Education for Lake County Superintendent of Schools (hereinafter "LCSS") and Kelseyville Unified School District (hereinafter "District"), on the following terms and conditions:

1. District hereby leases to LCSS, for the sum of One Dollar (\$1.00) per year, that portion of the District school grounds located at the Kelseyville Elementary School, 5065 Konocti Road, Kelseyville, California, more specifically described as follows:

"Beginning at a point on the South line of that certain tract shown in Book 4 of Records of Survey of the Official Records of Lake County, California at Page 36, said point being South 88°33' East, 251.52 feet from the concrete monument marking the Southwest corner of said tract, and running thence South 88°33' East along said South line 200.00 feet; thence leaving said South line and running North 00°49'50" East 200.00 feet; thence North 88°33' West 200.00 feet to the Easterly line of a 60 foot road easement; thence South 00°49'50" East 200.00 feet along said easement to the point of beginning.

Containing 40,000 square feet.

All points marked by 1" (one inch) iron pipes."

2. In addition to said premises described hereinabove, said lease shall include easements and access as necessary and reasonable for connection of any and all required utilities services and access to public roads.

3. The term of this Agreement shall commence on July 1, 2028 and shall terminate on June 30, 2078.

4. LCSS agrees to provide all maintenance and custodial services and to provide all utility services for any such astronomical observatory/STEAM Center and related facilities constructed pursuant to this Agreement.

5. LCSS agrees to indemnify and hold harmless District from any all and claims, demands, damages, actions, and any and all other liability including costs and attorney fees, arising out of or as a result of the placement of said structures on District school grounds or the use thereof; or the activities or conduct engaged in by LCSS, its officers, agents, employees, or students, while coming to, leaving, or attending LCSS classes or activities therein; or, with respect to third parties, arising out of or as a result of this Lease Agreement.

6. District agrees to indemnify and hold harmless LCSS from any and all claims, demands, damages, actions, and any other liability, including costs and attorney fees, arising out of District structures or activities on or around the school grounds or the activities or conduct of District's officers, agents, employees, or students, while coming to, leaving, or attending District classes or activities.

7. This Lease Agreement contains the entire agreement between the parties hereto, and no other written or oral statements, representations, or other manifestations shall have any force or effect

unless said statements are made in writing expressly modifying this Lease Agreement and signed by the Parties hereto.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California

\_\_\_\_\_  
Lake County Superintendent of Schools

\_\_\_\_\_  
President, Board of Trustees  
Lake County Board of Education

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President, Board of Trustees  
Kelseyville Unified School District