

ATTACHMENT 2

LEASE TERMINATION AGREEMENT WITH JEANNE FLEEK AND MICHAEL SCOLLARD, IN  
DUPLICATE

## LEASE TERMINATION AGREEMENT

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THIS LEASE TERMINATION AGREEMENT is made as of this 5<sup>th</sup> day of June, 2018, between the COUNTY OF HUMBOLDT, a political subdivision of the State of California, hereinafter referred to as COUNTY and JEANNE FLEEK and MICHAEL SCOLLARD, a General Partnership, hereinafter referred to as LESSEE.

WHEREAS, LESSEE entered into a Lease with COUNTY on September 25, 2012, to operate the Courthouse Snack Bar, the Lease was amended on February 26, 2013, and the Lease expires on September 30, 2018; and

WHEREAS, LESSEE desires to be released from said Lease upon COUNTY approval and execution of new lease with Chris Rohrs; and

WHEREAS, LESSEE states upon termination of Lease that all terms and conditions of the Lease dated September 25, 2012, and amended on February 26, 2013, have been met and all monies owed have been paid up to date; and

WHEREAS, Chris Rohrs desires to operate the Courthouse Snack Bar and enter into a Lease with COUNTY for same.

NOW, THEREFORE it is mutually agreed as follows:

1. *Lease Termination.* COUNTY and LESSEE agree that the Lease entered into on September 25, 2012, and amended on February 26, 2013, between COUNTY and LESSEE shall be terminated on the date first written above, the Termination Date. From and after the Termination Date, the Lease will be of no further force and effect, and COUNTY and LESSEE will be released from any further obligations under the Lease, except for those obligations that accrued prior to the Termination Date and those obligations and indemnifications that survive termination according to the Lease or by law.

2. *Payment.*

(a) LESSEE will pay COUNTY the Base Monthly Rent and other charges due under the Lease up to and including the Termination Date in accordance with the Lease.

(b) COUNTY shall return the security deposit in the amount of Five Hundred Dollars (\$500.00), held by COUNTY pursuant to the Lease (the "Security Deposit"), to LESSEE.

3. *Consideration.* As consideration for COUNTY'S consent to the termination of the Lease and to facilitate a smooth transition of the operation of the Courthouse Snack Bar, LESSEE shall train the new cafeteria operators in the management and operation of the facility. The training shall be during the first month of operation by the new operators and shall be for forty (40) hours.

4. *Surrender.* LESSEE will surrender possession of the Premises to COUNTY pursuant to Section 37 of the Lease. From and after the Termination Date, LESSEE will have no further right to occupy the Premises, except for training of new operators as required by Section 3 of this Agreement.

Any failure by LESSEE to remove all of its personal property, furniture, trade fixtures and equipment on or before the Termination Date, or after the issuance of any order for possession and writ of restitution will be conclusively deemed an abandonment by LESSEE of all such property and this Agreement will be considered a bill of sale conveying that property to COUNTY.

5. *Indemnity.* The obligations of LESSEE set forth in the Lease that by their terms survive the Lease will survive termination pursuant to this Agreement, including without limitation all indemnifications of COUNTY by LESSEE (the "Surviving Lease Obligations"). Further, LESSEE agrees to indemnify COUNTY and to hold COUNTY harmless from and against all injury, loss, claims or damage (including attorneys' fees, investigation costs and disbursements from the first notice that any claim or demand is to be made or may be made) to any person or property, arising from, relating to, or in connection with the use or occupancy of the Premises or the conduct or operation of LESSEE'S business in the Premises. The indemnity set forth in this Section 5 will be deemed to be in addition to the Surviving Lease Obligations.

6. *Representation by LESSEE.* LESSEE represents and warrants that it has not made any assignment, sublease, transfer, conveyance or other disposition of (i) the Lease; (ii) its interest in the Lease; or (iii) any claim, demand, obligation, liability, action, or cause of action arising under the terms of the Lease, to any person, firm, partnership, association, or other entity. LESSEE further represents and warrants that the execution and delivery of this Agreement will not violate and will not constitute a default under any agreements with any third parties by which it is bound.

7. *Representations by COUNTY and LESSEE.* COUNTY and LESSEE represent and warrant to each other that:

(a) Each has read this Agreement and knows and understands its contents fully;

(b) Each voluntarily executes this Agreement and accepts the terms of the Agreement without any compulsion whatsoever and without being influenced by any statement or representation of any other person or party; and

(c) Each is authorized to execute this Agreement, and all necessary action has been taken to authorize execution of this Agreement.

8. *Remedies of COUNTY.* If an Event of Default occurs prior to the Termination Date,

COUNTY reserves the right to take any action under the Lease or by law.

9. *Miscellaneous.* This Agreement constitutes the entire understanding and agreement of COUNTY and LESSEE with respect to the matters covered by it and supersedes all prior agreements and understandings, written or oral, between COUNTY and LESSEE with respect to such matters. This Agreement may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the party or parties against whom such amendment, modification, waiver or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Agreement will not constitute or operate as a waiver of any other breach of such provision or of any other provision by such party, nor will any failure to enforce any provision operate as a waiver of such provision or any other provision. This Agreement will be construed in accordance with, and be governed by, the laws of the State of California. In the event of litigation arising out of this Agreement, the prevailing party will be entitled to an award of reasonable attorneys' fees and costs incurred in such litigation. This Agreement will benefit and be binding upon the parties to it and their respective heirs, representatives, successors and assigns.

COUNTY and LESSEE have entered into this Lease Termination Agreement as of its date.

**COUNTY OF HUMBOLDT:**


**LESSEE:**


BY:   
\_\_\_\_\_  
CHAIR, Ryan Sundberg  
BOARD OF SUPERVISORS

BY:   
\_\_\_\_\_  
JEANNE FLEEK

ATTEST:

(SEAL)

BY:   
\_\_\_\_\_  
MICHAEL SCOLLARD

BY:   
\_\_\_\_\_  
CLERK OF THE BOARD Ryan Sharp, Deputy