

GROUND LEASE

THIS GROUND LEASE is entered into this _____ day of _____ 2005 by and between **COUNTY OF MARIN**, a Political Subdivision of the State of California, hereinafter called "County" and **GREGORY PICKLE and TERESA PICKLE**, husband and wife as joint tenants, hereinafter called "Lessee."

WITNESSETH

County, for and in consideration of the rents, covenants and promises contained herein, does hereby lease unto **Lessee** and **Lessee** hereby hires from **County** that certain real property hereinafter called "Premises" and further described herein, located at the **County's Stafford Lake Park**, Marin County, California, for the purposes of a modular home site and associated residential improvements as described herein.

This Ground Lease is made subject to the following terms, covenants and conditions to which the parties hereby agree.

1. ADMINISTRATION

This lease shall be administered on behalf of County by the Director of Parks and Open Space, whose mailing address is:

Marin County Department of Parks and Open Space
Attn: Director
3501 Civic Center Drive, Room 417
San Rafael, CA 94903

and on behalf of Lessee by:

Gregory and Teresa Pickle
3501 Novato Boulevard
Novato, California 94947

Any notice or notices provided by this Lease, or required by law to be given or served upon County or Lessee, may be given or served in person or by depositing the same in the United States Mail, postage prepaid, addressed as set out in this clause.

2. DESCRIPTION OF PREMISES

The Premises herein leased are more particularly described as approximately 17,000 square feet of land being a portion of Stafford Lake Park, known as Assessor's Parcel 125-090-19 in Novato, California, as shown on Exhibit "A", attached hereto and incorporated herein by reference.

3. TERM

The term of this Lease shall be for two (2) years commencing October 1, 2005 and terminating September 30, 2007.

4. RENT

Lessee shall pay to County in advance and not later than 1st of each month, rent in the amount of NINE HUNDRED FIFTY DOLLARS (\$950.00) per month for the Premises.

5. RENT PAYMENT PROCEDURE

Rent shall be paid to the County in the form of a personal check, cashier's check or money order made payable to **COUNTY OF MARIN**. Rent payments may be mailed to County at the address in Section 1. or delivered in person at the same address.

6. RETURNED CHECKS

If, for any reason, a check used by Lessee to pay Rent is returned unpaid due to insufficient funds or any other reason, Lessee will pay a "returned check fee" of \$50.00 and make full payment of the Rent which was to be paid by the returned check.

7. RENT DUE DATE; RENT LATE DATE

The due date for monthly Rent under this Lease is the 1st of each month. The late date is the 5th day of each month. If the Rent is not received by 4 PM on the 5th day of the month, then the Rent is considered past due or late. If Lessee has not paid the Rent by the late date (5th of the month) then Lessee shall pay a late fee in the amount of 3.74% of the Rent due. The late fee as of the commencement of the Lease is calculated to be \$35.50. Rent past due more the five (5) days beyond the late date shall be charged, in addition to the late fee, interest at a rate of 12% per year on the past due amount and any accumulation thereof.

8. USE

The Premises shall be used by Lessee for a single family residential modular homesite only. No other uses are permitted. No commercial business shall be located or operated on or

from the premises. The Premises as of the date of this Lease contain the following improvements provided at the sole expense of Lessee and owned by Lessee:

- a. one (1) double wide single family residential modular home,
- b. one (1) two (2) car detached garage,

Vehicle parking by Lessee shall be permitted on the Premises and limited to a total of five (5) vehicles at any given time, including cars, trucks, recreational vehicles, and trailers. However, no storage of vehicles other than those owned by Lessee shall be permitted.

9. OCCUPANTS

The Premises will be occupied only by the following named persons, each of whom has executed this Lease:

GREGORY PICKLE

TERESA PICKLE

This Lease is between the County and each named Lessee, individually and severally. The named Lessee's are jointly and severally responsible for the performance of obligations under this Lease including the payment of Rent.

10. GUESTS

Lessee may house guests on the premises for a maximum stay of fourteen (14) days every three (3) months. Nurses or maids required to care for Lessees during an illness are excepted from this provision. However, guests shall not campout or stay in recreational vehicles, trailers or campers during their stay.

11. PETS

Lessee shall not house any pets or animals on the Premises without the prior written consent of the County Park Superintendent. Nor shall Lessee keep any pet or animal on the Premises, regardless of consent, that may pose a danger to the public, County and its employees, agents, officials, or contractors.

12. UTILITIES/SERVICES

County agrees to provide at its sole expense the following utilities:

- a. Water service,
- b. Sewage pump out service not to exceed one (1) pump out service per month. Any additional pump out services that may be required by Lessee on a monthly basis shall be the sole responsibility of Lessee.
- c. Garbage service.

Lessee agrees to provide at its sole expense the remaining utilities which may include electricity, natural gas or propane and telephone services.

13. ALTERATIONS AND IMPROVEMENTS

No Lessee improvements or alterations affecting the Premises shall be made without County's prior written approval. Lessee shall submit plans of any proposed improvements or alteration to County for review and possible approval. In no event shall any permanent improvements or alterations be made or approved that in any way interfere with the County's use of its property.

14. PREMISES MAINTENANCE

Lessee shall furnish at its sole expense all maintenance services which may be required by its occupancy and use of the Premises. Lessee agrees to keep the modular home, associated buildings and grounds adjacent thereto in a neat, clean and sanitary condition and will maintain the Premises in a manner consistent with the adjacent park setting. County agrees, where practical, to cut the weeds and grass on its property adjacent to the premises up to 2 times per year for fire prevention purposes.

15. WASTE, HAZARDOUS MATERIALS

Lessee shall not dispose of, or store, any waste, including but not limited to hazardous waste, upon said Premises, nor commit, or suffer to be committed any nuisance, or other act or thing which may disturb the quiet enjoyment of others. Further, Lessee shall not store on the Premises any flammable, explosive or hazardous materials.

16. INSURANCE

Lessee, at Lessee's own cost and expense shall maintain liability insurance on an "occurrence" basis for the benefit of the Lessee as named insured and the County of Marin, its officers, elected and appointed officials, agents, boards, commissions, and employees as additional insureds against claims for bodily injury, death, personal injury and property damage liability with a limit of not less than \$1,000,000 Combined Single Limit, per occurrence and aggregate in connection with Lessee's use of the leased property.

All such insurance shall be effected under valid and enforceable policies and shall be issued by insurers licensed to do business in the State of California and with general policy holder's rating of at least A and financial rating of VIII or better as rated by A.M. Best's Insurance reports and shall provide that County shall receive thirty (30) days written notice from the insurer prior to any cancellation of coverage or diminution of limits.

On or before commencement date of the Lease Agreement, Lessee shall furnish County with a certificate evidencing the aforesaid insurance coverages and renewal policies or certificates shall be furnished to County at least thirty (30) days prior to the expiration date of each policy.

17. WAIVER OF SUBROGATION RIGHTS

County and Lessee hereby grant to each other, in behalf of any insurer providing insurance to either of them with respect to the Premises, a waiver of any right of Subrogation, which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance.

18. POSSESSORY INTEREST

Lessee acknowledges that they have been informed that under Section 107 of the Revenue and Taxation Code of the State of California, the Marin County Assessor is required to place a value on all possessory interests. Possessory interest is defined as the right of a private taxable person or entity to use property owned by a tax exempt agency for private purposes. A possessory interest tax will, therefore, be levied by the County Assessor on this property against the Lessee as of the lien date which is March 1 of each year.

19. COVENANT FOR MECHANIC'S LIENS

Lessee will save County free and harmless, and indemnify it against any and all claims for labor and materials in connection with any improvements, repairs, or alterations to the Premises made by Lessee and also the cost of defending against any and all such claims including reasonable attorneys' fees and court costs.

20. TERMINATION

Either party hereto may terminate this Lease upon 90 days written notice served in the manner set forth in Section 1. Administration.

21. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term; and if Lessee shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of County.

22. ACCEPTANCE OF PREMISES AS IS. SURRENDER AT END OF TERM

By entry hereunder, Lessee accepts the Premises as being in good and sanitary order,

condition and repair and agrees on the last day of said term, or upon sooner termination of this Lease, to surrender unto County said Premises in the same condition as when received, reasonable use and wear thereof, Act of God or by the elements excepted.

23. REMOVAL OF PERSONAL PROPERTY AND IMPROVEMENTS

Lessee shall remove at the termination of this lease or any future amendments thereto all personal property, including the modular home and any improvements that they constructed or placed on the Premises during their tenancy at their sole expense. Lessee shall make arrangements to remove the modular home by a qualified company or individual experienced in the transport of modular homes. In the event that Lessee cannot make arrangements to remove the modular home and improvements by the termination date then Lessee shall be permitted to enter the Premises for a period of 30 days after termination for the purposes of removal only. County may at its sole discretion take possession and title to the modular home and any improvements owned by Lessee if Lessee offers such to County.

24. COUNTY TO BE HELD HARMLESS

This Lease is made on the express condition that County shall be free from all liability or loss by reason of injury to any person or property, from whatever cause, while on the Premises, or in any way connected with the Premises or with the improvements or personal property therein or thereon, including any liability for injury to the person or property of Lessee, its agents, officers, employees or invitees. Lessee hereby covenants and agrees to, and shall, indemnify and defend County and save County harmless from any and all liability, loss, costs, or obligations on account of, or arising out of, any such injury or losses however occurring.

25. CONDEMNATION

If all or any part of the Premises shall be taken or appropriated for public or quasi-public use by right of eminent domain with or without litigation or transferred by agreement in connection with such public or quasi-public use, either party hereto shall have the right at its option exercisable within thirty (30) days of receipt of notice of such taking to terminate this Lease as of the date possession is taken by the condemning authority, provided, however, that before Lessee may terminate this lease by reason of taking or appropriation as provided hereinabove, such taking or appropriation shall be of such an extent and nature as to substantially handicap, impede, or impair Lessee's use of the Premises. If any part of the Premises shall be so taken or appropriated, County shall have the right at its option to terminate this Lease. No award for any or entire taking shall be apportioned, and Lessee hereby assigns to County any award which may be made in such taking or condemnation, together with any and

all rights of Lessee now or hereafter arising in or to the same or any part thereof; provided, however, that nothing contained herein shall be deemed to give County any interest in or to require Lessee to assign to County any award made to Lessee for the taking of personal property and fixtures belonging to Lessee and/or for the interruption of or damage to Lessee's driveway or for Lessee's unamortized cost of leasehold improvements. In the event of a partial taking which does not result in a termination of this Lease, rent shall be abated in the proportion which the part of the Premises so made unusable bears to the rented area of the Premises immediately prior to the taking. No temporary taking of the Premises and/or of Lessee's rights therein or under this Lease shall terminate this Lease or give Lessee any right to any abatement of rent thereunder; any award made to Lessee by reason of any such temporary taking shall belong entirely to Lessee and County shall not be entitled to share therein.

26. ENTRY BY COUNTY

Lessee shall permit County and his agents to enter onto and upon said Premises at all times for the purpose of inspecting the same and maintaining County's adjoining property.

27. ASSIGNMENT OR SUBLETTING

No assignment or sublet of the Premises shall be permitted. Further, no assignment or sublet of the modular home or associated improvements shall be permitted.

28. CONTINUATION OF LEASE AFTER BREACH

Should Lessee breach this lease, the lease will continue in effect as long as County does not terminate Lessee's right to possession at County's option. County may enforce all its rights and remedies under this Lease including the right to recover rent as it becomes due hereunder.

29. DEFAULT

In the event that County or Lessee shall default in the performance of any term or condition of this Lease and shall fail to cure such default within 30 days following service upon the defaulting party of a written notice of such default specifying the default or defaults complained of, the complaining party may forthwith terminate this Lease by serving the defaulting party written notice (per Clause 1, Administration) of such termination.

30. ATTORNEYS' FEES

In case suit shall be brought for an unlawful detainer of said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, the parties shall bear their own attorney's fees and costs.

31. WAIVER

The waiver by County of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent hereunder by County shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of County's knowledge of such preceding breach at the time of acceptance of such rent.

32. HOLDING OVER

There shall be no holding over without the express written consent of County. Any holding over so granted after the term of this Lease shall be construed to be a tenancy from month to month, subject to the terms of this Lease so far as applicable except the rent shall be increased by five (5) percent, and paid monthly.

33. COUNTY' S LIABILITY

The term "County" as used herein shall mean only the owner or owners of the fee title, at the time in question, and in the event of any transfer of such title, County herein named (and in case of any subsequent transfers, the then Grantor) shall be relieved from and after the date of such transfer, of all liability as respects County's obligations thereafter to be performed, provided that any funds in the possession of County or the then Grantor at the time of such transfer in which County has an interest, shall be delivered to Grantee. The obligations contained in this Lease to be performed by County shall, subject as aforesaid, be binding on County's successors and assigns only during their respective periods of ownership.

34. INUREMENT

The terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

35. ORDINANCES AND STATUTES

Lessee shall comply with the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all Municipal Ordinances and State and Federal Statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee

whether County be a party thereto or not, that Lessee has violated any such ordinance or statute in the use of the Premises, shall be conclusive of that fact as between County and Lessee.

36. COUNTY'S RIGHT

It is further understood and agreed by Lessee that County's rights to Premises are paramount to this Lease. Lessee shall in no way interfere, or permit or tolerate interference with County's right to use, access or possess the Premises.

37. DAMAGE TO IMPROVEMENTS

It is also agreed that while using, maintaining and/or improving Premises or adjoining lands (Stafford Lake Park) County will take reasonable care to not damage any improvements which may be placed on the Premises by Lessee. However, if said improvement should become damaged, County shall not be obligated in any way to repair or replace any of Lessee's improvements and it shall become the obligation of Lessee to make said repairs should it become necessary.

38. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties hereto and no term or provision thereof may be changed, waived, discharged or terminated unless the same be in writing executed by both parties hereto.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused this Lease to be executed.

COUNTY:

Harold C. Brown, Jr.
President, Board of Supervisors

Approved as to form.

ATTEST _____
Deputy Clerk

Chief Deputy County Counsel

LESSEE:

Gregory Pickle Date

Teresa Pickle Date