LEASE AGREEMENT

BY AND BETWEEN

# **Marin City Community Services District**

Owner

as “LESSOR”

And

# **County of Marin**

as “COUNTY”

Dated to be effective\_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_, 2024 for reference purposes

LEASE

**1. PARTIES:** This Lease is made and entered into on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2024 between Marin City Community Services District, Owner (herein called “LESSOR’) and the County of Marin, a political subdivision of the State of California,(herein called “COUNTY”).

1. **PREMISES:** LESSOR does hereby lease to COUNTY and COUNTY hereby leases from LESSOR that certain commercial space indicated on **Exhibit A**, attached hereto and reference thereto made a part hereof, said space being agreed, for the purposes of this Lease, to have a total area of approximately **2,713 useable square feet**, described as the“Annex” (“the Premises”) on the ground floor of that certain building known as 630 Drake Ave., Marin City, CA 94965 (the “Building”)**.**

COUNTY and its agents, vendors, employees and invitees have exclusive right to the free use of the Premises for the intended purpose. Common areas include sidewalks, parking areas, driveways, walkways, stairways, public restrooms, gardens and other similar public areas and access ways.

1. **A. TERM:** The term of this Lease shall be for five (5) years (“Lease Term”)and shall commence per **Paragraph 21.**

**B. ACCESS TO PREMISES PRIOR TO LEASE TERM COMMENCEMENT.**

LESSOR shall allow COUNTY access to the Premises, not earlier than December 1, 2024, prior to the Term Commencement Date provided; however, such access shall be subject to COUNTY’S delivery of evidence of insurance satisfying the requirements of this Lease. Such access shall be for the sole purpose of enabling COUNTY and its agents, employees and contractors to meet the performance criteria in **Paragraph 20**. Said early access shall not advance the Lease Commencement Date hereinafter provided. During the early access period, COUNTY shall pay Early Rent in the amount of $5,968.60 per month until the Lease Commencement Date. Early Rent shall commence the last day of the first full calendar month following full execution of the Lease.

1. **RENT:** COUNTY agrees to pay LESSOR as rental for the Premises, without prior notice or demand, in accordance with the schedule set forth below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Months** | **Square Feet** | **Monthly Rent** | **Annual Increases** | **Cost per Sq. Ft.\*** |
| 1 to 12 | 2,713 | $5,968.60  | -- | $2.20  |
| 13 to 24 | 2,713 | $6,185.64  | 3.5% | $2.28  |
| 25 to 36 | 2,713 | $6,402.68  | 3.5% | $2.36  |
| 37 to 48 | 2,713 | $6,619.72  | 3.5% | $2.44  |
| 49 to 60 | 2,713 | $6,836.76  | 3.5% | $2.52 |

\*Figures are rounded to the nearest cent.

Each rent payment to be made on or before the last day of the first full calendar month of the term hereof and a like sum per schedule on or before the last day of every successive calendar month thereafter during term hereof.

Rent for any period during the Lease Term, which is for less than one (1) month, will be a prorated portion of the monthly installment herein, and based upon a thirty (30) day month. Said rental will be paid to LESSOR in lawful money of the United States of America, which will be legal tender at time of payment, atthe address specified in **Paragraph 8** or to such other place as LESSOR may designate in writing. Electronic fund transfers may be allowed according to COUNTY guidelines.

1. **OPTION TO EXTEND LEASE**: COUNTY will have three (3) options to extend the term of the Lease at two (2) years each option. The rental rate at each option extension shall be the rental rate last paid by COUNTY increased by three percent (3.5%). If exercising the option, COUNTY will give LESSOR prior written notice of its intention to extend not less than four (4) months from Lease expiration.
2. **RENT INCREASE**: On each annual anniversary date of the Lease Term, the monthly rent will be increased by a fixed rate of three percent (3.5%) over that which existed in the previous year and as reflected in the above schedule in **Paragraph 4**.
3. **TERMINATION CLAUSE:** Upon the Term Commencement as specified per **Paragraph 21,** COUNTY may terminate this Lease with such termination to be made upon written notice to LESSOR. COUNTY may cancel this Lease pursuant to this authority by giving written notice to LESSOR at least six (6) months prior to the date when such termination shall become effective. The amount of rent remaining to be paid for the month in which the COUNTY actually vacates the Premises will be prorated on a daily basis through the end of said month.

In the event that LESSOR obtains funding for the complete redevelopment (replacement) of LESSOR’S property which address is 630 Drake Avenue on Assessor’s Parcel Number 052-113-07 that includes the Manzanita Recreation Center and the Manzanita Children’s Center, and including the Premises (all together, the “Property”), LESSOR shall provide notice to COUNTY within thirty (30) days of LESSOR obtaining funds or a funding commitment.  In the event, LESSOR elects to redevelop/replace LESSOR’s Property including the Premises during the Lease Term, LESSOR shall have the option to terminate the Lease upon ninety (90) days prior written notice to COUNTY only upon the following conditions:

* LESSOR shall have completed construction documents to the level required for bidding under the California Public Contracting Code;
* LESSOR shall have applied for a building permit for the redevelopment of LESSOR’S Property including the Premises;

In the event the Lease is terminated pursuant to this section, all Tenant Improvements constructed pursuant to Paragraph 20 shall become a part of the realty and belong to the LESSOR and will be surrendered with the Premises.

**8. NOTICES:**  All notices and demands shall be given in writing either by personal service or by registered or certified mail, postage prepaid, and return receipt requested, or by email with a confirmation copy to be sent by mail Any such notice shall be effective as of the date it is transmitted and mailed or delivered, if transmitted by email on or before 5:00 p.m., Pacific Time; or on the following day if transmitted after 5:00 p.m., Pacific Time. Notices shall be addressed as shown below for each party, except that, if any party gives notice of a change of name or address, notices to that party shall thereafter be given as shown in that notice.

Notices to LESSOR: Marin City Community Services District
630 Drake Ave.

Marin City, CA 94965

Attn: Juanita Edwards, interim General Manager

Notices to COUNTY: County of Marin / County Administrator’s Office
3501 Civic Center Drive, Room #325
San Rafael, CA 94903

Attn: Facilities Planning & Development Division

With a copy to: Health & Human Services

|  |
| --- |
| 20 North San Pedro Road, Suite 2002 |
| San Rafael, CA 94903  |
| Attn: Jessica Paran, Chief Assistant Director  |

Either party may from time to time designate an address for notices by providing written notice to the other party.

**9. ASBESTOS CONTAINING CONSTRUCTION AND HAZARDOUS MATERIALS:** To the best of LESSOR’s knowledge and belief, there are no asbestos-containing materials in the Building or on the land on which the Building was constructed and the space will be operated and maintained free of hazard from Asbestos Containing Construction Materials (ACCM).

LESSOR represents that there are no environmental hazards or violations in or around the Building that pose a present danger to health, life or safety. To the extent that there are any environmental hazards or violations in the future, LESSOR will correct at its own cost.

Subject to **Paragraph 20** – Tenant Improvements, COUNTY will assess and perform hazard abatement work to the interior of the Premises and only in the areas where construction occurs.

**10. OPERATING EXPENSES:**

Subject to Paragraph 11, COUNTY shall pay for Operating Expenses related to Premises as defined to be all direct costs of operation and interior maintenance, as determined by standard accounting practices, including but not limited to monthly utility expenses, internet infrastructure, garbage, interior finishes, janitorial, signage, security, furniture, fixtures and equipment.

Subject to Paragraph 11, LESSOR shall pay for Operating Expenses related to Premises as defined to be all direct costs of operation and exterior maintenance, as determined by standard accounting practices, including but not limited to building insurance, any applicable real estate taxes, utility infrastructure and repair, fire sprinkler, landscaping, sidewalks, parking lot, driveways, water and sewer, HVAC, pest control, roof, wall shingles, other miscellaneous exterior work and all cost for common area maintenance and repairs.

**11. MAINTENANCE:** During the Lease Term, LESSOR will maintain the leased Premises in good order, condition and repair so as to minimize breakdowns and loss of the COUNTY’S use of the Premises caused by deferred or inadequate maintenance, including but not limited to:

1. Repair and maintenance of the exterior envelope of the leased Premises in good, vermin-free and weather tight operating condition and appearance. This includes but not limited to the crawl space under Premises, doors and windows, roofing, walls and the like;
2. Generally furnishing prompt, good quality repair of the Premises and Building and appurtenances, including structural, heating, plumbing and electrical systems;
3. Repairing and maintaining the structural portions of the Premises and Building, including electrical, mechanical, furnace, plumbing, sewage, water proofing systems and/or equipment and keep in good and safe working order and repair the aforementioned so as to prevent leaking or overflowing from occurring on the Premises.
4. Repair and maintenance of the overhead canopy that connects to the Premises.
5. Repair any interior damage due to water penetration or vermin infestation into the Premises.
6. Repair any COUNTY networking infrastructure on LESSOR property or accessibility work on LESSOR land that was damaged as a result of LESSOR neglect or willful misconduct.

LESSOR will provide prompt repair and correction on any damage to leased Premises except damages arising from willful or negligent act of the COUNTY’S agent, vendors, employees, or invitees. COUNTY will repair damage to the interior finishes, furniture, fixtures, door hardware, flooring, ceiling finishes, networking infrastructure and equipment of the Premises. LESSOR’s duty includes making repairs to damage to the interior caused by roof leaks and/or interior and exterior wall leaks.

**12. FAILURE TO PERFORM:** The covenant to pay Rent and the covenant to provide any service, supply, utility, maintenance, or repair required under this Lease are interdependent.  In the event of any failure by LESSOR to provide any service, supply, utility, maintenance, repair, or replacement required under this Lease that in any manner affects COUNTY’s use, enjoyment, or occupancy of the Premises and Building, COUNTY shall provide LESSOR with a written notice specifying the nature of failure.  The notice shall specify a reasonable time frame for LESSOR to remedy said failure.  However, if the failure persists past five (5) business days allowed within the written notice, or if LESSOR refuses, fails, or neglects to comply with such notice, or in the event of an emergency constituting a hazard to health or safety, the COUNTY may by contract or otherwise, perform the required work or service at its own cost and in addition to any other remedy the COUNTY may have, deduct from any payment or payments under this Lease, then or thereafter due, the resulting cost to the COUNTY, including all administrative costs.  If the COUNTY elects to perform any such requirement, the COUNTY and each of its contractors shall be entitled to access to any and all areas of the Building, access to which is necessary to perform any such requirement, and the LESSOR shall afford and facilitate such access.  Alternatively, the COUNTY may deduct from any payments under this Lease, then or thereafter due, an amount that reflects the reduced value of the contract requirement not performed.  No deduction from Rent pursuant to this clause shall constitute a default by the COUNTY under this Lease.

**13. USE:** COUNTY and/or COUNTY vendors may use the Premises for general office, clinical and public interview rooms primarily for County of Marin’s Health & Human Services Agency but may include other County departments. The Premises will be used for seeing the general public and any other use allowed by law.

**14. PARKING:** Non-exclusive and undesignated parking for COUNTY staff, vendors, invitees and patrons.

**15. SIGNAGE:** COUNTY shall be permitted Exterior signage hung on façade at entry as well as interior signage.

**16. HOURS OF OPERATION:** COUNTY shall have access to the Premises 24 hours per day, 7 days per week. Building operating hours are 7am-6pm Monday through Friday, subject to COUNTY holidays.

**17. QUIET ENJOYMENT:** Subject to payment by COUNTY of the Rent and performance of all of the covenants, conditions and provisions on COUNTY’s part to be observed and performed under this Lease, COUNTY shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

1. **COMPLIANCE WITH LAW:** LESSOR agrees and warrants that the Premises will comply with all applicable Federal, State, and Local laws, statutes, regulations, and codes that are in effect as of the date of lease commencement, except as set forth in Section 20. The parties agree and understand that this includes, but not limited to, applicable laws, statutes, regulations, and codes under the Americans with Disabilities Act, State of California’s Disabled Persons Act, FEHA, as it pertains to accessibility, and the CCR Title 24 (Building Code) Chapter 11B, and Marin County Codes Title 7, Chapter 7.70 and Title 23, Chapter 23.19 as they relate to COUNTY’s occupancy of Premise.

In the event that the Premises are found to be deficient with respect to the applicable laws, statutes, regulations, or codes, then COUNTY has the option to either terminate the Lease without penalty, upon thirty (30) days written notice, or allow LESSOR a period of thirty (30) days after notice is provided to correct said deficiencies. In the event that COUNTY allows LESSOR thirty (30) days to correct said deficiencies and LESSOR fails to perform by the end of thirty (30) days, then COUNTY may terminate the Lease by written notice effective thirty (30) days thereafter.

Through this Lease, LESSOR is given specific notice of the following regulations that are applicable to all County-leased properties:

(a) Pursuant to Marin County Code Chapter 7.70 “Smoking Regulations” neither LESSOR nor its agents, employees, contractors, guests or invitees shall smoke or permit smoking anywhere within the Premise or less than 20’ feet from any entrance to the Premise. LESSOR may designate smoking areas which are at least 20’ feet from the building.

(b) Pursuant to Marin County Code Chapter 23.19 “Integrated Pest Management Program” neither LESSOR nor its agents, employees, contractors, guests or invitees shall use or permit to be used pesticides considered harmful to toxic, carcinogenic, or harmful to the environment. Questions regarding the Integrated Pest Management Program may be directed to the County’s Integrated Pest Management Coordinator and information may be found by searching the County’s website at [www.MarinCounty.org](http://www.MarinCounty.org) .

(c) Access Laws

LESSOR will cooperate with COUNTY with respect to the completion of future ADA compliance work, if any, to the Building and exterior common areas, as determined by the County of Marin’s Disability Access Manager. In no event will LESSOR be responsible for payment of fees or costs associated with the County’s completion of any ADA compliance work completed in the Building or exterior common areas.

(d) Certified Access Specialist Disclosures

Pursuant to California Civil Code Section 1938, the Building that has not been inspected by a Certified Access Specialist (“CASp”) - a CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, the LESSOR may not prohibit the COUNTY from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of the COUNTY, if requested by the COUNTY. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises. In no event will LESSOR be responsible for payment of fees or costs associated with a CASp inspection, if the County elects to conduct such an inspection.

COUNTY agrees to notify LESSOR immediately if COUNTY receives notification or otherwise becomes aware of: (a) any condition or situation on, in, under, or around the Parcel or Building that may constitute a violation of any Access Laws; or (b) any threatened or actual lien, action, or notice that the Land or Building is not in compliance with any Access Laws. If COUNTY is responsible for such condition, situation, lien, action or notice under this paragraph, COUNTY’s notice to LESSOR shall include a statement as to the actions COUNTY proposes to take in response to such condition, situation, lien, action, or notice.

COUNTY will not alter or permit any other person to alter the Premises in any manner that would violate any Access Laws or increase LESSOR’s responsibilities for compliance with Access Laws, without the prior approval of the LESSOR. In connection with any such approval, LESSOR may require a certificate of compliance with Access Laws from an architect, engineer, or other person acceptable to LESSOR. COUNTY agrees to pay the reasonable fees incurred by such architect, engineer, or other third party in connection with the issuance of such certificate of compliance. LESSOR’s consent to any proposed COUNTY Alteration shall (a) not relieve COUNTY of its obligations or indemnities contained in this paragraph or this Lease or (b) be construed as a warranty that such proposed alteration complies with any Access Law.

1. **WASTE AND NUISANCE:** COUNTY and LESSOR will not commit or allow the commission of any waste upon the Premises, or any public or private nuisance, or any other act or thing that may disturb the quiet enjoyment of any other tenants in the Building. COUNTY and LESSOR shall not use the Premises or allow their use, in whole or in part, for any purpose or use that is in violation of any laws, ordinances, regulations, or rules of any public authority applicable to the Premises.
2. **TENANT IMPROVEMENTS:** COUNTY has conducted limited due diligence during negotiation of this LEASE and has tentatively developed a scope, schedule and cost of Tenant Improvements (“Tenant Improvements”). Work will include interior improvements to the Premises, interior accessibility upgrades, separation of the Premises between COUNTY used space versus LESSOR used space and other work to be determined during the due diligence period. Exterior work will include accessibility upgrades from the path of travel from the accessible parking space to the Premises along sidewalks and LESSOR exterior common pathways. Also, work includes networking infrastructure installation inside the LESSOR’s electrical closet (minimum point of entry (MPOE)) and exterior wiring along the LESSOR’S facility to the Premises.

By executing the Lease, LESSOR approves the COUNTY’s plans for the Tenant Improvements. COUNTY may terminate the Lease Agreement upon a ten (10) calendar days Notice to Terminate, if, after going out to bid, the total cost of the Tenant Improvements exceeds five hundred thousand dollars ($500,000)

 The Tenant Improvements shall be deemed “Substantially Complete” when all the following have been accomplished: A) Construction permit final sign-off from the agency responsible for issuing such permits and the Fire Marshall or designated fire department; B) Receipt of a Permanent Certificate of Occupancy from the agency responsible for issuing such; and C) Acceptance of the Tenant Improvements by COUNTY, which shall not unreasonably withhold or delay acceptance, which acceptance will also be subject to Contractor completing the "punchlist items," agreed-upon by COUNTY at the time of Substantial Completion. A project schedule with key milestone dates will be provided to the LESSOR prior to beginning of work. Tenant Improvement work is subject to public contracting code requirements and prevailing wage requirements. All tenant improvements so constructed shall on the expiration of the term become a part of the realty and belong to the LESSOR and will be surrendered with the Premises.

**21. COMMENCEMENT OF LEASE AGREEMENT:** Upon the first day of the next calendar month following Substantial Completion of Improvements, the Term shall commence (“Commencement Date”). LESSOR and COUNTY shall sign a letter stating the actual commencement date of the Lease Term.

**22. ALTERATIONS AND ADDITIONS:** Upon commencement of the Lease, COUNTY may not make or suffer to be made any alterations, additions, or improvements to the Premises or any part thereof without the written consent of LESSOR first being obtained, which will not be unreasonably withheld. Any alterations, additions or improvements to or of said Premises including, but not limited to, wall covering, paneling, air conditioning units and build-in cabinet work, but excepting movable furniture, equipment, and trade fixtures, will on the expiration of the term become a part of the realty and belong to the LESSOR and will be surrendered with the Premises. In the event LESSOR consents to the making of any alterations, additions, or improvements to the Premises by COUNTY, the same will be made at COUNTY’s sole cost and expense.

**23. LIENS:** COUNTY agrees to keep the Premises and the property on which the Premises are located free from liens arising out of any work performed, materials furnished, or obligations incurred by COUNTY, including during the COUNTY’S work regarding the Tenant Improvements prior to the Commencement Date. COUNTY shall keep LESSOR fully informed of any improvement on the Premises and shall permit LESSOR to post and record notices of non-responsibility (when appropriate) within ten (10) days after the commencement of any work or improvement, so that LESSOR’s interest in the Premises will not be subject to mechanic’s liens.

**24. ASSIGNMENT AND SUBLETTING:** COUNTY shall not assign this Lease, or any interest herein, and shall not sublet or sublease the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of COUNTY and COUNTY patrons, excepted) to occupy or use the Premises, or any portion thereof, to a vendor or other person.

**25. HOLD HARMLESS:** COUNTY shall indemnify and hold harmless LESSOR against and from any and all claims arising from COUNTY’s use of Premises and shall indemnify and hold harmless LESSOR against and from any and all claims arising from any breach or default in the performance of any obligation on COUNTY’s part to be performed under the terms of this Lease, including during the COUNTY’S work regarding the Tenant Improvements prior to the Commencement Date. COUNTY, upon notice from LESSOR, shall defend the same at COUNTY’s expense by counsel reasonably satisfactory to LESSOR, which may consist of attorneys from the County of Marin’s County Counsel’s Office.

LESSOR shall indemnify and hold harmless COUNTY against and from any and all claims arising from LESSOR’s or other tenants’ use of Premises and shall indemnify and hold harmless COUNTY against and from any and all claims arising from any breach or default in the performance of any obligation on LESSOR’s part to be performed under the terms of this Lease. LESSOR, upon notice from COUNTY, shall defend the same at LESSOR’s expense by counsel reasonably satisfactory to COUNTY.

**26. SUBROGATION:** As long as their respective insurers so permit, LESSOR and COUNTY hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage, and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with the aforementioned waiver.

**27. LIABILITY INSURANCE:** COUNTY will, at COUNTY’s expense, obtain and keep in force during the term of this Lease general liability insurance of not less than $1,000,000 against liability arising out of the use, occupancy, or routine maintenance of the Premises with a general aggregate or excess of not less than $2,000,000. COUNTY shall deliver to LESSOR prior to occupancy of the Premises as proof of required insurance, a letter of Self-Insurance that acknowledges coverage limits and the LESSOR’s status as an additional insured.

Notwithstanding the insurance requirements of this section, the COUNTY is self-insured for general liability in the amount of $1,000,000, with a general aggregate or excess of not less than $2,000,000 for each occurrence giving rise to bodily injury, personal injury, and property damage that arises out of the acts, errors or omissions of the County of Marin, its officials, and employees.

LESSOR will provide proof of commercial general liability insurance to COUNTY on an annual basis with limits of not less than $1,000,000per occurrence for broad form property damage, and bodily injury, personal injury, and products and completed operations coverage of the same limits as the policy limits, with a general aggregate or excess of not less than $2,000,000 and shall name the COUNTY as additionally insured by endorsement of LESSOR’s policy.

**28. HOLD OVER:** COUNTY has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that COUNTY holds over, such occupancy will be a tenancy from month-to-month and Rent shall be increased to one-hundred twenty percent (120%) of the Rent applicable immediately preceding the expiration or termination. Holdover Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by LESSOR to any holding over by COUNTY.

**29. INSPECTION:** LESSOR reserves the right to enter the Premises by prior appointment during operating hours, except holidays, and to employ the proper representative or contractor in order to see that the property is being reasonably cared for in full compliance with the terms and conditions of this Lease.

**30. DESTRUCTION:** In the event of partial destruction of the Building during the term by fire, flood, earthquake or any other cause, and provided that such partial destruction does not annul or void Lease under its terms, LESSOR shall make repairs, provided that such repairs can be made within ninety (90) days (subject to delays beyond LESSOR’s control and delays in making insurance adjustments by LESSOR). However, in such event, COUNTY will be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs interferes with the business carried on by COUNTY in the Premises, as determined by mutual consent. COUNTY will not be responsible for the continuance of rent payments if as a consequence of any cause the entire Premise is rendered unusable, unsafe, or uninhabitable. If needed repairs cannot be made within ninety (90) days, either LESSOR or COUNTY may terminate this Lease. Such termination shall be affected by giving notice to the other party within thirty (30) days of the date that the damage occurs or, if not the same, within thirty (30) days of the date that the parties learn the Premises cannot be repaired within ninety (90) days of the damage, whichever is later. If the Lease is not so terminated, LESSOR shall make such repairs within a reasonable time with this Lease continuing in full force and effect and the rent proportionately reduced while the repairs are being made.

In the event the Building is destroyed to the extent of not less than one-third of the then-current replacement cost thereof (excluding foundations), LESSOR or COUNTY may elect to terminate this Lease, regardless of whether the Premises are damaged, whether the partial destruction is caused by casualty, which is covered by insurance, or whether the repairs can be made within ninety (90) days. A total destruction of the Building shall immediately terminate the Lease.

In the event of termination of this Lease pursuant to any of the provisions of this **Paragraph 30**, rent will be apportioned on a per diem basis and will be paid to the date of the casualty. In no event may LESSOR be liable to COUNTY for any damages resulting from the happenings of such casualty or from the repairing or reconstruction of the Premises or of the building, or from the termination of this Lease as herein provided.

**31. EMINENT DOMAIN:** If the whole or any substantial part of the Building or appurtenant real property is taken or condemned by any competent authority for any public use or purpose, the term of this Lease will end upon, and not before, the date when the possession of the part so taken is required for such use or purpose, provided that at LESSOR’s option, this Lease shall not terminate if COUNTY’s Premises are not taken and if COUNTY’s access to and use of its Premises are not materially and detrimentally affected by the taking. Current rent shall be apportioned as of the date of such termination. COUNTY will be entitled to make a claim for the value of COUNTY’s trade fixtures, equipment, furniture, accessibility improvements, furnishings, and personal property, and for COUNTY’s moving expenses.

**32. TRADE FIXTURES:** COUNTY will retain title to all of the COUNTY’S trade fixtures, equipment, movable furniture and personal property. COUNTY may, upon the expiration or sooner termination of Lease, remove all of the COUNTY’S trade fixtures, equipment, movable furniture, and personal property, and must restore premises to “as is” condition by repairing any damage to walls and structures caused by their removal.

**33. ADVICE OF COUNSEL:**  Each party hereto had been provided full opportunity for review of this agreement by legal counsel.  Therefore, no presumption or rule that any ambiguity be construed against the drafting party will apply to the interpretation or enforcement of this Lease.

**34. BROKERS:**  Each party hereto warrants that it has had no dealings with any real estate broker or agents in connection with the negotiation of this Lease and it knows of no other real estate broker or agent in connection with this Lease.

**35. GENERAL PROVISIONS:**

(i) Plats and Riders. Clauses, plats and riders, if any, signed by the LESSOR and the COUNTY and endorsed on or affixed to this Lease are a part hereof.

(ii) Marginal Headings. The marginal headings and titles to the paragraphs of this Lease are not a part of this Lease and have no effect upon the construction or interpretation of any part thereof.

(iii) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(iv) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

(vi) Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters will be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease is not effective or binding on any party until fully executed by both parties hereto.

(vii) Subordination and Attornment. COUNTY accepts this Lease subject and subordinate to any mortgage(s), deed(s) of trust, ground lease(s) or other lien(s) now of record against the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof for which LESSOR provides written notice to COUNTY (collectively referred to as a "Mortgage"). This clause is self-operative, but no later than thirty (30) business days after written request from LESSOR or any holder of a Mortgage (each, a "Mortgagee" and collectively, "Mortgagees"), COUNTY shall execute a commercially reasonable subordination agreement that does not modify the terms of this Lease. As an alternative, a Mortgagee has the right at any time to subordinate its Mortgage to this Lease. No later than thirty (30) business days after written request by LESSOR or any Mortgagee, COUNTY shall, without charge, attorn to any successor to LESSOR's interest in this Lease. LESSOR shall obtain, prior to Commencement Date, a non-disturbance agreement in form and content reasonably satisfactory to COUNTY that must provide, so long as COUNTY is not in default under this Lease, COUNTY's use and possession of the Premises may not be disturbed in the event of a foreclosure under any mortgage, deed of trust, or other lien to which this Lease is currently or hereafter subordinate. Notwithstanding any terms in this paragraph, COUNTY will execute all of these documents after 1) the COUNTY has reviewed and approved the documents; and 2) the LESSOR and/or Mortgagee execute the COUNTY approved documents.

(viii) Severability. If any provision of this Lease is found by a court of competent jurisdiction to be invalid, void or illegal, such finding shall in no way effect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

(ix) Cumulative Remedies. No remedy or election hereunder may be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

1. Choice of Law. This Lease shall be governed by the laws of the State of California, in which the Premises are located.
2. Force Majeure.Subject to **Paragraph 30**, inthe event that either party shall be delayed, hindered in or prevented from the performance of any act or obligation required under this Lease by reason of acts of God, strikes, lockouts, labor troubles or disputes, inability to procure, or shortage of materials or labor, failure of power or utilities, delay in transportation, fire, vandalism, accident, flood, severe weather, other casualty, Governmental Requirements (including mandated changes in the plans for the Tenant Improvements resulting from changes in pertinent Governmental Requirements or interpretations thereof), riot, insurrection, civil commotion, sabotage, explosion, war, natural or local emergency, acts or omissions of others, the period for the performance of any such act or obligation shall be extended for the period equivalent to the period of such delay.

**SIGNATURE PAGE**

By signing below, the parties agree to the above-mentioned terms and conditions.

**LESSOR COUNTY**

**Marin City Community County of Marin**

**Services District**

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  By:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Juanita Edwards, General Manager President, Board of Supervisors

Approved as to Form: Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County Counsel Clerk

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

**Exhibit A – Floor Plan depicting the envelope of the Premises**



**Exhibit B – Site Plan and path of travel to Premises**

