

LEASE AGREEMENT

(Oak Place)
(50 Oak Street, Camarillo, CA)

This Lease Agreement ("Agreement"), effective as of June 1, 2021, is made and entered into by and between the County of Ventura ("County") and Channel Islands Holding Company, LLC, a California limited liability company ("Lessor"). County and Lessor may be referred to individually as "Party" or collectively as "Parties."

The Parties agree as follows:

1. PROPERTY LEASED. Lessor hereby leases to County and County hereby leases from Lessor the entirety of Assessor's Parcel Number 162-0-136-030 improved as a two-story residential building consisting of 7,125 square feet of area ("Residence"), commonly known and referred to as 50 Oak Street, Camarillo, California (the "Premises"). The Premises are more particularly shown on Exhibit "A," attached hereto and made a part hereof by this reference.
2. TERM. The term of this Agreement shall be one hundred twenty (120) months ("Term"). Said Term shall commence on June 1, 2021 ("Commencement Date") and terminate at midnight on May 31, 2031, subject to County's Option to Extend more particularly described in Article 37.
3. RENT. County shall pay to Lessor, during the Term of this Agreement, monthly rent of \$17,598.75 ("Rent") for the Premises. The Rent is payable in advance on the first day of each and every calendar month. The County's Rent shall be increased by three percent (3%) on each annual anniversary of the Commencement Date during the Term and any subsequent Renewal Term as defined in Article 37. The Rent shall not deviate from this amount regardless of any discrepancies between the actual square footage and the Parties' approximated square footage of the Premises.
4. HOLDOVER. If County holds possession of the Premises, after the expiration of the Term or any subsequent Renewal Term of the Agreement, with the consent of Lessor, either expressed or implied, County shall become a Tenant from month-to-month at a rental amount, equal to the rental amount paid for the last month of the Term or any subsequent Renewal Term of the Agreement. Such tenancy shall be subject to all of the terms and conditions of this Agreement.
5. USE. The Premises shall be used as an assisted living facility and shall not be used for any other purpose without first obtaining the written consent of Lessor. Licensing for use of the Premises as an assisted living facility shall be the responsibility of the County. Lessor shall cooperate with County's efforts to secure such license.
6. SIGNS. County shall have the right, at County's sole cost and expense, to install signs on the Premises as permitted by the city of Camarillo that are appropriate for the identification of the Premises, provided the size, location, graphics and specifications of such identification signs are approved in advance by Lessor (which approval shall not be unreasonably withheld, conditioned or delayed). Lessor shall not install signs on County's leased Premises without the written consent of County.

7. ALTERATIONS BY COUNTY. During the Term of the Agreement and any subsequent Renewal Term, County shall have the right, at County's sole expense, to make installations, modifications and improvements to the Premises, provided, however, that the basic structure of the Premises shall not be altered. All improvements, installations and modifications installed by the County during the Term and any subsequent Renewal Term of this Agreement shall be considered the personal property of County and County may, at its option, remove any or all of such items at any time during the Term and any subsequent Renewal Term of this Agreement. If County removes any of such items, County shall restore that portion of the Premises affected by such removal, as nearly as practicable to its condition as of the date of original occupancy of the Premises by County, normal wear and tear excepted. County shall keep the Premises free from any liens arising out of any work performed on the Premises, for material furnished to the Premises on behalf of County or for obligations incurred by County.

8. PARKING. County shall have unreserved use of onsite parking at no additional cost.

9. PRORATION OF RENT. If the Rent due under this Agreement for any calendar month should be for less than a full month, the rent amount due for that month shall be prorated on the basis of a 30-day month.

10. MODIFICATIONS BY LESSOR. On the Commencement Date of this Agreement, Lessor shall deliver the Premises with all building systems in the Residence in good working order with the modifications and repairs specified in this Article 10 completed within the first two years of the Term.

Lessor agrees to install, at Lessor's own cost and expense, but not to exceed two hundred thousand dollars (\$200,000.00), the following:

- New paint throughout the entirety of the interior and exterior of the Residence
- New flooring throughout the entirety of the interior of the Residence
- Electrical upgrades in the Residence
- New heating units in the Residence
- Landscaping
- General repair
- Termite and dry rot repair

County shall supply its own furniture to the Premises and shall be responsible for the installation, maintenance and monthly connection charges for telephone, cable and internet lines.

11. DELAY IN DELIVERY OF POSSESSION. If Lessor, for any reason whatsoever, cannot deliver possession of the Premises on the Commencement Date, the Rent for the period between said date and the date that Lessor delivers possession shall be prorated and deducted from the Rent due under this Agreement. The Term of the Agreement shall not be extended by such delay. Notwithstanding any other provision of this Agreement, if possession is not delivered to County, within one hundred eighty (180) days after the Commencement Date, County may terminate this Agreement without further obligation to Lessor by so advising Lessor in writing.

12. FIRE INSURANCE. Fire and extended coverage insurance on the Premises herein leased shall be the sole concern of Lessor. However, no use except that which is expressly provided in this Agreement shall be made, or permitted to be made, of the Premises.

13. LIABILITY INSURANCE. County, at its own expense, shall procure and maintain with respect to the Premises and operations conducted therein adequate general premises liability insurance against bodily injury and against property damage. Said insurance shall have a combined single limit of liability for bodily injuries and for property damage in an amount of not less than one million dollars (\$1,000,000.00). Notwithstanding anything to the contrary provided in this Agreement, County shall furnish to Lessor a Certificate of Liability Insurance, which certificate shall verify that County carries liability insurance as described above. Said certificate shall verify that: (i) Lessor is named as an additional insured in said insurance; (ii) said insurance covers products and completed operations coverages; (iii) such insurance shall not be cancelled nor terminated without thirty (30) days' prior written notice given to Lessor; and (iv) said insurance shall be primary insurance, notwithstanding any "other insurance" clauses to the contrary which may be contained in either County's or Lessor's insurance contracts. The insurance coverage shall contain within the contract or by endorsement a "broad form" of contractual liability coverage which covers contracts entered into by County, including leases.

14. TAXES AND ASSESSMENTS. Lessor shall pay all ad valorem taxes and assessments levied against the Premises covered by this Agreement.

15. REPAIRS AND MAINTENANCE BY LESSOR. Lessor shall maintain the Premises including its foundation, walls, suite demising walls, roof, building exterior including doors and glass, floors, floor coverings, electrical system, plumbing system, water and sewage disposal systems, fire sprinkler system, and wall heaters, and shall provide all maintenance and repairs required to be performed in connection therewith. Lessor shall be responsible for service, repair and maintenance of all fire protection equipment including smoke and carbon monoxide alarms, fire extinguishers, automatic fire sprinklers system and manual fire alarm system. Lessor, however, shall have no responsibility for maintenance which may be required by reason of sole neglect or misconduct of County, its agents, servants, employees, contractors, patrons, assignees or licensees.

County acknowledges that there are no air conditioning units on the Premises.

Maintenance and repair responsibilities for the Premises are further delineated between Lessor and County as set forth in Exhibit "B," attached hereto and incorporated herein by this reference.

16. UTILITIES. County shall pay for all separately metered utilities serving the Premises, including water, sewer, gas, electricity, telephone and trash service and shall make payments directly to the utility company furnishing same. Lessor shall make and maintain proper connections with any and all water, gas sewer and electrical lines on or serving the Premises and will continue the connections and service thereof during the term of this Agreement or any extension thereof.

17. JANITORIAL SERVICES. County shall provide its own janitorial service to the Premises.

18. ENTRY BY LESSOR. Lessor may enter upon the Premises at all reasonable times to examine the condition thereof, and for the purpose of providing maintenance and making such repairs as Lessor is obligated to make, provided that such right shall not be exercised in such a manner as to unreasonably interfere with any business conducted by County on the Premises.

19. COMPLIANCE WITH LAW. If the Premises is determined to be in non-compliance, with non-compliance determined on an occupied basis with regard to County's proposed use of the Premises, with the provisions of the Occupational Safety and Health Act of 1970, or any related accessibility legislation including, but not limited to, California Civil Code section 55.51 et seq., the Americans with Disabilities Act, the Fair Housing Act and the California Fair Employment and Housing Act, as these laws may be now in effect or hereafter amended, Lessor shall make all installations, modifications or improvements required as a result of such non-compliance. The Premises have undergone inspection by a Certified Access Specialist as defined by California Civil Code section 1938.

20. ASSIGNMENT AND SUBLETTING. County shall have the right to assign this Agreement and/or sublet the Premises with the written consent of Lessor which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Premises are sold during the term of this Agreement, purchaser shall become Lessor's assignee hereunder. All terms and conditions of this Agreement shall remain in full force and effect.

21. DEFAULT OR BREACH. Except as otherwise provided, at any time a Party to this Agreement is in default or breach in the performance of any of the terms and conditions of this Agreement, the other Party shall give written notice to remedy such default or breach. If said default or breach is remedied within 30 days following such notice, then this Agreement shall continue in full force and effect. If such default or breach is not remedied within 30 days following such notice, the other Party may, at its option, terminate this Agreement. Such termination shall not be considered a waiver of damages or other remedies available to either Party because of such default or breach. Each term and condition of this Agreement shall be deemed to be both a covenant and a condition. Notwithstanding the foregoing, County shall be in default under this Agreement if County fails to pay any monetary obligation due and owing hereunder within ten (10) days following written notice from Lessor that said amount is due and owing.

22. WAIVER. A waiver by either Party of any default or breach by the other Party in the performance of any of the covenants, terms or conditions of this Agreement shall not constitute or be deemed a waiver of any subsequent or other default or breach.

23. PARTIES BOUND AND BENEFITTED. The covenants, terms, and conditions herein contained shall apply to and bind the successors and assigns of all of the Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Lessor and County, subject to compliance with the terms of Article 20.

24. TIME. Time is of the essence of this Agreement.

25. DEFENSE; INDEMNITY AND HOLD HARMLESS. County shall defend, indemnify and hold harmless Lessor from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or relating to any death, bodily injury or property damage resulting from, or in conjunction with, the maintenance, use or occupation of the Premises by County and its agents, invitees, employees, contractors or patrons under this Agreement, except as to any loss or damage as may arise from the sole negligence or willful misconduct of the Lessor and except as to any and all demands, claims, actions, liabilities, losses, damages, costs, expenses, penalties or obligations, including reasonable attorney's fees, that may arise from the Housing and Disability Acts as provided herein below.

In the event of any failure of any building system or element in the Premises that is a Lessor responsibility pursuant to Article 15, Lessor shall defend, indemnify and hold harmless County and its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against all third-party demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorney's fees, arising out of or related to any death, bodily injury or property damage resulting from such failure, except as to any loss or damage as may arise from the sole negligence of County.

Lessor will further defend, indemnify and hold harmless County and its elected officials, officers, directors, agents, employees, subcontractors and volunteers from and against any and all third-party demands, claims, actions, liabilities, losses, damages, costs, expenses, penalties or obligations, including reasonable attorney's fees, that may arise, or be imposed on County, Lessor or the Premises under the Occupational Safety and Health Act of 1970, or any related accessibility legislation including, but not limited to, California Civil Code section 55.51 et seq., the Americans with Disabilities Act, the Fair Housing Act and the California Fair Employment and Housing Act, as now in effect or hereafter amended, and all rules and regulations issued under these laws (collectively referred to as the "Housing and Disability Acts"). Without limitation of the foregoing, Lessor shall be solely responsible for compliance with any of the requirements of the Housing and Disability Acts that may be applicable, and all costs and expenses related thereto. This indemnification shall include the defense of any action or proceeding (including the payment of attorney's fees and court costs) brought against the County by any state or federal regulatory agency or body, or any individual or class of individuals, alleging violation or non-compliance with the Housing and Disability Acts, and payment of any liability arising out of such actions or proceedings.

26. DESTRUCTION OF PREMISES. If the Premises should be destroyed by any cause or declared unsafe or unfit for occupancy by any authorized public authority for any reason, either wholly or in such a degree as to materially impair County's use of said Premises, then all Rent due under the terms of this Agreement shall cease as of the date of such destruction or declaration. If Lessor makes the necessary repairs within 180 days rendering the Premises as suitable and serviceable as they existed on the day County's occupancy of the Premises commenced, no right of termination by the County shall exist. If repairs are not made within 180 days, ordinary wear and tear excepted, the County may terminate this Agreement effective on the 180th day after said destruction by mailing written notice to Lessor of the County's intention to terminate. If during a period of partial destruction, the County should desire to continue occupancy, the Rent shall be abated in the same ratio ("Reduced Rent"), as the portion of the Premises rendered for the time being unfit for occupancy shall bear to the whole Premises. Should the partial destruction of the Premises not be repaired within 180

days, the County shall have the option to terminate this Agreement or remain in possession at the Reduced Rent.

27. CONDEMNATION. If a public authority under the power of eminent domain should take the whole of the Premises, then the Term and any subsequent Renewal Term of this Agreement shall cease on the day of possession by said public authority. If a part only of the Premises should be taken under eminent domain, County shall have the right to either terminate this Agreement or to continue in possession of the remainder of the Premises. If the County remains in possession, all of the terms hereof shall continue in effect, the rent payable being reduced proportionately for the balance of the Term and any subsequent Renewal Term of this Agreement. If such taking under the power of eminent domain occurs, those payments attributable to the leasehold interest of the County shall belong to the County, and those payments attributable to the reversionary interest of the Lessor shall belong to the Lessor.

28. CONDITION OF PREMISES UPON TERMINATION. Upon the termination of this Agreement for any reason, County shall vacate the Premises and deliver it to Lessor in good order and condition, excepting damage by the elements, fire, earthquake, falling objects and ordinary wear and tear. County shall repair any damage to the Premises which may be required by reason of neglect or misconduct of the County, its agents, servants, employees, contractors or patrons.

29. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the Parties hereto and no obligation other than those set forth herein will be recognized.

30. AGREEMENT MODIFICATION. This Agreement may only be terminated, extended, or amended in writing by the mutual consent of the Parties hereto. Such modification may be executed by the Director of Public Works, or an authorized representative, on behalf of the County.

31. PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is found by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

32. GENDER AND NUMBER. For the purpose of this Agreement, wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the singular number shall include the plural and the plural number shall include the singular, wherever the context so requires.

33. ARTICLE HEADINGS. Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

34. NOTICES AND PAYMENTS. All notices required under this Agreement, including change of address, shall be in writing and all notices and payments shall be made as follows:

- A. All checks shall be made payable to Channel Islands Holding Company, LLC. Payments and notices to Lessor shall be given or mailed to:

Channel Islands Holding Company, LLC

Attn: Luke McCarthy
809 E. Front Street
Ventura, CA 93001

- B. All payments and notices to County shall be given or mailed to:

County of Ventura
Public Works Agency
Central Services Department
Real Estate Services Division
800 South Victoria Avenue, L#1600
Ventura, CA 93009

- C. Lessor's monthly Rent invoices, and other invoices pre-approved by County, may be sent to County via email with the following email address: PWA.Leasepayments@ventura.org. All invoices must include the address of the Premises.

35. APPROVAL BY BOARD OF SUPERVISORS. This Agreement was approved by the Board of Supervisors by action of _____, 2021, (Item No. _____).

36. EARLY POSSESSION. County shall be granted Early Possession of the Premises upon full execution of this Agreement, County delivering to Lessor all monies due upon execution and proof that the Lessor has been added as an additional insured to County's liability insurance policy.

37. OPTION TO EXTEND. Provided County is not in default under the then current Agreement, County shall have one (1) option to extend the Term of the Agreement ("Option") for a period of sixty (60) months ("Renewal Term") at a rental rate to be equal to the fair market value for comparable space in the city of Camarillo at the time of the execution of the option; provided, however, that in no event shall rent be less than the then-current rent paid by County under this Agreement. County shall provide Lessor, not less than six (6) months prior to the expiration of the Term, a written notice of its intent to exercise the Option.

38. ANTENNA. County shall have access to the roof of the Residence to install communications equipment necessary to conduct County business. County shall bear all costs associated with said communications equipment including all permits and fees. County shall be responsible for any damage to the roof caused by said communications equipment and shall be responsible for removal of said communications equipment and repair of the roof upon the expiration or termination of the Agreement.

39. GOVERNING LAW; FORUM; VENUE. This Agreement shall in all respects be interpreted, governed and enforced in accordance with the laws of the state of California applicable to contracts entered into and fully to be performed therein. The Parties agree that this Agreement was made and entered into in Ventura County, California and that this Agreement and the Parties' obligations under this Agreement are to be performed in Ventura County. Accordingly, the Parties agree that any action, suit or other legal

proceeding concerning this Agreement shall be in a forum with jurisdiction over Ventura County, California, with venue in Ventura County.

40. POSSIBLE REAL PROPERTY TAX EXEMPTION. In the event the California Revenue & Taxation Code, now or in the future, permits a full or partial exemption for real property taxes assessed for the Premises as a result of the County of Ventura being a Lessee of the Premises or due to County's use of the Premises, County shall cooperate with Lessor so that Lessor may obtain such exemption against its real property tax assessed to the Premises.

LESSOR:

Channel Islands Holding Company, LLC, a California limited liability company

By: Luke McCarthy
Managing Member

Date

COUNTY:

County of Ventura

By: Joan Araujo, Director
Central Services
Public Works Agency

Date

Exhibit A

RANCHO SANTA CLARA O'LA COLONIA

Tax Rate Area
07043
07056
07298

162-13

1"=100'
U.S.

APN: 162-0-136-030
50 Oak Street, Camarillo



Pleasant Valley Tr. No. 2, M.R. Bk. 14, Pg. 85

NOTE: ASSESSOR PARCELS SHOWN ON THIS PAGE
DO NOT NECESSARILY CONSTITUTE LEGAL LOTS.
CHECK WITH COUNTY SURVEYORS OFFICE OR
PLANNING DIVISION TO VERIFY.

DRAWN	REVISED	6-3-2019
REDRAWN	CREATED	
INKED	PLOTTED	EFFECTIVE ROLL
Compiled By: Ventura County Assessor's Office		

CITY OF CAMARILLO
Ventura County Assessor's Map.

Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Mineral Numbers Shown in Squares.

MAINTENANCE & REPAIR SCHEDULE

NO.	ITEM	LESSOR	COUNTY
1	Electrical system and conduits.	X	
2	Light switches and electrical outlets.	X	
3	Ballast and transformers for florescent lights.	X	
4	Light bulbs and/or florescent bulbs, including installation.	X	
5	Plumbing system: water, sewer, gas and other underground lines.	X	
6	Plumbing blockage within the premises, i.e., sink or toilet.		X
7	Toilets, urinals, water closets, water faucets, paper towel & toilet tissue holders, mirrors and other restroom fixtures.	X	
8	Water heater.	X	
9	Drinking fountains	N/A	N/A
10	Heating systems, including control switches & thermostats.	X	
11	Telephone & cable T.V. jacks.		X
12	Carpet, tile and/or linoleum.	X	
13	Interior doors, door hardware and locks.	X	
14	Drapes, window shades, blinds or other window covering.	X	
15	Ceiling.	X	
16	Interior walls & partitions.	X	
17	Broken window glass or door glass including plate glass windows.	X	
18	Exterior walls, roof, drains & down spouts.	X	
19	Exterior parking lot, repair & maintenance.	X	
20	Grounds landscaping, gardening and debris clean up.	X	
21	Burglar alarm system or systems.		X
22	Fire extinguishers and fire alarm system.	X	
23	Refuse, rubbish & garbage disposal.		X
24	Janitorial service including window washing.		X
25	Paper supplies, dispensers & waste containers in restrooms.		X
26	Pest control: exterior or common area.	X	
27	Pest control: interior.	X	

*Except for regular groundskeeping, County or its assignee shall be responsible for contacting Lessor as it becomes aware of any maintenance or repairs that are needed for the above Lessor required items.

EXHIBIT "B"