

Memo

Carmichael



RECREATION AND
PARK DISTRICT

To: Advisory Board of Directors

From: Mike Blondino, District Administrator
Ingrid Penney, Administrative Services Manager

Subject: Capra Park Lease Agreement – Second Amendment

Date: September 19, 2024

Introduction/Background:

Jesse Crowell has been a Lease Tenant at Capra Park since 2002. Mr. Crowell leases the property to conduct a horse-boarding business and personally resides in the home on the property. The Capra Park site located at 6000 Kenneth Avenue, Carmichael, California is an undeveloped park consisting of 7.75 acres of fenced pasture land and a two-bedroom house.

The current tenant lease agreement ends September 30, 2024 (see attachment). CRPD confirmed with Mr. Crowell that he would like to exercise his option to continue the Tenant Lease Agreement. The option to extend the term would be for three years, October 1, 2024 to September 30, 2027. This option represents the last remaining option; thereafter, a new lease would be required.

Mr. Crowell has been an excellent tenant and CRPD recognizes the value of this long-standing relationship with a unique use of the park.

Discussion:

Jessie Crowell's proposed terms are as follows:

Base Rent: Monthly rental fee of \$575.00 plus 15% of the monthly Gross Income from the horse-boarding business.

Term: The Second Amendment extends the term of the Lease for

three (3) years, commencing October 1, 2024 and terminating on September 30, 2027. A new lease will be required in 2027.

Maintenance
And Repairs:

The Lessee is responsible for all maintenance and upkeep of the entire property, including the house, at its own cost up to \$1,000.

Utilities:

The Lessee is responsible for payment of all utilities and services used upon or furnished to the property.

Recommendation:

Staff recommends that the Advisory Board of Directors of the Carmichael Recreation and Park District approve the Second Amendment to the Lease Agreement between the Carmichael Recreation & Park District and Jessie Crowell and to authorize the District Administrator or designee to execute the Second Amendment.

Attachments:

Executed Lease dated October 1, 2018

Executed First Amendment dated October 1, 2021

Proposed Second Amendment dated October 1, 2024

LEASE AGREEMENT

CAPRA PARK 6000 KENNETH AVENUE CARMICHAEL CALIFORNIA

This Lease Agreement is made and entered into this ____ day of _____ 2018, between **CARMICHAEL RECREATION AND PARK DISTRICT**, a recreation and park district formed pursuant to the California Public Resources Code Section 5780, et seq.(hereinafter referred to as "LESSOR"), and **Jessie Crowell** (hereinafter referred to as "LESSEE").

RECITALS

- A. LESSOR is the owner of certain real property known as Capra Park site located at 6000 Kenneth Avenue, Carmichael, California which consists of 7.75 acres of land consisting of fenced pasture land improved with a two bedroom house (hereinafter the "Property").
- B. LESSEE desires to lease the Property from LESSOR in order to reside in the house located on the Property and for the purpose of conducting a business on the Property consisting of boarding horses owned by third parties. LESSEE desires to enter into a lease agreement with LESSOR whereby LESSEE will be responsible for continuously maintaining the Property and house located thereon, as well as provide caretaking services with respect to the Property as rent in consideration for occupancy of the Property pursuant to the terms of this Lease Agreement.
- C. LESSOR finds that it is in the public interest to enter into a Lease Agreement with LESSEE with respect to the Property in order to provide for continuous maintenance of the Property including the pastures and house located on the Property and in order to receive the caretaking services from LESSEE with respect to the Property in order to ensure that the Property and the improvements located thereon remain safe, secure and free of vandalism.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration, receipt of which is hereby acknowledged, LESSOR and LESSEE agree as follows:

1. AGREEMENT TO LEASE

LESSOR hereby leases the Property to LESSEE, and LESSEE hereby agrees to lease the Property from LESSOR on the terms and conditions set forth in this Agreement. This Lease Agreement is expressly subject to LESSEE's satisfactory performance of those duties and responsibilities specified herein, and to the satisfaction of those conditions of occupancy set forth in Section 17 hereof.

2. LEASE TERM AND OPTION TO EXTEND TERM

(a) Initial Term: the Initial Term of this Lease Agreement shall be for three (3) years commencing on October 1, 2018 and terminating on September 30, 2021.

(b) Extended Term: LESSOR AND LESSEE may by mutual consent extend the term of the Lease for two three (3) year-periods (the "Extended Term") upon the same terms and conditions contained in this Lease, with either party giving the other written notice at least ninety (90) days, but not more than six (6) months, prior to the expiration of the Initial Term. The Administrator is authorized on behalf of LESSOR to execute and deliver the written notice provided herein.

3. RENT

Maintenance and caretaking services to be provided by LESSEE pursuant to the terms of this Agreement in Section 5 shall not be considered as payment of rent.

(a) Base Rent: LESSEE shall pay a base monthly rental fee of five hundred seventy five dollars (\$575.00). The first monthly payment shall be made at the commencement of this lease.

(b) Fifteen percent (15%) of Gross Income. In addition to the base monthly rental fee, LESSEE shall pay fifteen percent (15%) of the gross monthly income generated from use of the property to conduct a for profit business. The first monthly payment shall be paid at the end of the first month of the lease. With each monthly payment, LESSEE shall provide a statement that documents the gross income from the previous month. LESSOR may require additional documentation at any time.

(c) Payment for the total monthly rent for the Lease is due and payable in advance on the first calendar day of each month. Any such payment received more than ten (10) calendar days past the date such payment is due shall be subject to a ten percent (10%) late charge. In the event occupancy shall begin or end with less than a full calendar month, the total monthly rent for the Lease shall be prorated and paid only for the actual number of days the leased premises is occupied during such month. All payments shall be made to LESSOR at 5750 Grant Avenue, Carmichael, CA 95608.

4. LESSEE'S USE OF THE PROPERTY

LESSEE shall be permitted to conduct a horse-boarding business on the Property subject to the following conditions:

(a) LESSEE shall comply with all applicable state and county laws, codes, ordinances and regulations governing the boarding of horses and the conduct of a business on residential property, including obtaining a valid business license if required by such laws, codes and regulations.

(b) LESSEE shall provide public liability and property damage insurance covering any horse-boarding activities on the Property as more specifically set forth in Section 8 hereof.

(c) LESSEE's boarding facilities shall be operated in a manner consistent with health, cleanliness and safety standards established by the California State Department of Public Health and local county public health agencies. In the event LESSEE fails to comply with the foregoing conditions, LESSOR retains the right to terminate horse-boarding activities on the Property as more particularly set forth in Section 16 hereof.

(d) LESSEE agrees that it will not use the Property in any manner that will constitute waste, nuisance or unreasonable annoyance, provided that it is mutually understood and agreed that the boarding of horses in compliance with all the conditions set forth in this paragraph will not be deemed by LESSOR to violate this prohibition against nuisance and/or unreasonable annoyance. LESSEE agrees that it shall not use the Property for any use other than personal occupancy and a horse-boarding business without LESSOR's written consent.

(e) Subject to LESSEE's right to reside in the house on the Property, LESSOR retains the right to use the Property for no more than six (6) separate public events during the term of this Lease. Each public event shall take place for one day only, beginning as early as 8am and ending as late as 5pm. The special events may be scheduled for a weekday or weekend day. LESSOR shall notify LESSEE at least one month in advance of holding a public event on the Property. LESSOR shall not require the use of LESSEE's residence for the special events, nor will LESSOR require use of any land dedicated to LESSEE's horse-boarding business. LESSOR shall not require LESSEE to incorporate his horse-boarding business into any of the scheduled special events. LESSOR shall consult with LESSEE to reasonably minimize any conflict or interruption of LESSEE's horse boarding business, but said business shall not be a ground for refusing LESSOR use of the Property as set forth herein. LESSOR anticipates that these special events will include opportunities for the public to experience farming life, with activities such as a petting zoo, games, crafts and nature walks. LESSEE shall have no obligation to assist in the funding, set-up, operation or clean-up of the special events. LESSOR's use of the Property for these special events will likely include use of portable restrooms, which LESSOR will provide. LESSOR will also require adequate space for visitor parking on the Property.

5. MAINTENANCE AND REPAIRS

LESSEE agrees that it shall, at its own cost and expense, during the full term of this Lease Agreement, keep and maintain the Property including the house located thereon, the pastures, landscaping, fencing, irrigation systems, corrals and horse-boarding facilities in good order, condition and repair.

(a) LESSEE shall be continuously responsible for maintaining the yard area around the house and for the general maintenance of all trees, plants and landscaping located on

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the Property. Major pruning and plant removal must receive prior written approval from LESSOR.

(b) LESSEE shall be responsible for continuous maintenance and upkeep of the pastures according to LESSOR's standards. LESSEE shall be responsible for all repairs to the Property, including the house, fences, corrals, irrigation systems, tec., as more specifically describer in Section 5 hereof.

(c) LESSEE shall report any plant pests or diseases discovered during performance of services pursuant to the Agreement to LESSOR.

(d) LESSEE agrees that any chemicals or fertilizers to be used on the Property must receive the prior written approval from LESSOR.

(e) LESSEE agrees that LESSEE shall be responsible for providing all tools and equipment needed to properly maintain the Property during the term of this Agreement.

(f) LESSEE shall be responsible for furnishing any and all supplies, equipment, hardware or materials necessary to maintain and/or repair all improvements located on the Property, including, but not limited to, all carpentry, electrical, plumbing, painting and other repairs necessary with respect to the home or any other improvements located on the Property, as more specifically set forth in Section 5 hereof.

(g) LESSEE agrees to keep and maintain the Property in good and sanitary order, including removal of manure and other debris on a regular basis to the satisfaction of LESSOR.

LESSEE shall, at its own cost and expense, provide its own tools, equipment and supplies necessary to perform these maintenance and repair services, including, but not limited to, carpentry, electrical, plumbing, painting and irrigation repairs to the Property or the house located thereon. However, it is agreed that LESSOR shall be responsible for all major repairs required to the house when the cost of repair including labor and materials would exceed \$1,000.00. LESSEE shall be responsible for all other maintenance and repair on the Property, and shall keep and maintain all of the Property in good and sanitary order, condition and repair at all times. At the expiration of the term of this Agreement or upon its earlier termination, LESSEE shall deliver possession of Property to LESSOR, and LESSEE

covenants and agrees that at the time of said expiration or termination the Property and the structures and improvements thereon will be in good, neat and sanitary physical condition, ordinary wear and tear and damage by fire or other casualties excepted.

LESSOR shall not be obligated to make any repairs made necessary by the negligence of LESSEE or LESSEE's agents, servants, licensees or invitees.

LESSEE accepts the premises as being in good and sanitary order, condition and repair and LESSEE waives the provisions of Sections 1941 and 1942 of the Civil Code of the State of California.

6. LICENSES AND PERMITS

LESSEE shall comply with all license requirements of the State of California applicable to LESSEE's use of the Property, and LESSEE shall comply with all federal, state, county and city laws, regulations and ordinances affecting the Property, the improvements thereon, the conditions existing thereon, and all activities conducted on the Property including horse-boarding activities, and including the obligation of LESSEE at LESSEE's expense to alter, repair, maintain and restore the Property in compliance and conformity with all laws and regulation relating to the condition, use or occupancy of the Property.

7. NON-LIABILITY OF LESSOR FOR DAMAGES AND INDEMNIFICATION

This Agreement is made upon the express condition that the LESSOR be free from all liability and claims for damage by reason of any injury to any person or persons, including LESSEE, its agents and employees, or by reason of any injury to property of any kind whatsoever, and to whomever belonging, including LESSEE, its agents and employees, from any cause or causes whatsoever, arising out of LESSEE's occupancy of the Property, the performance of LESSEE's obligations pursuant to this Agreement, or any extension thereof, or arising out of horse-boarding activities conducted on the Property by LESSEE.

LESSEE hereby agrees to defend and indemnify LESSOR and save LESSOR harmless from any and all claims, liability, damages, expenses, causes of action, suits or

judgments, together with any and all costs or expenses connected with the investigation or defense thereof, including legal fees incurred in connection with said investigation and defense, by reason of or resulting from: (1) LESSEE's occupancy of the Property pursuant to the terms of this Agreement; (2) the performance of, or failure to perform, the work or any other obligations of LESSEE specified in this Agreement by LESSEE, or any agent or employee of LESSEE; or (3) any alleged negligent act or omission of LESSEE, or LESSEE's agents or employees, in connection with any acts performed or required to be performed pursuant to this Agreement. This indemnification is effective and shall apply whether or not any such actions alleged to have been caused by LESSOR as a party are indemnified hereunder. This indemnification shall not include any claim arising from the sole negligence or willful misconduct of LESSOR or its employees while acting in the course and scope of their employment.

8. INSURANCE

LESSEE shall carry and maintain during the life of this Agreement such public liability, property damage and Worker's Compensation insurance as specified below:

(a) Public Liability and Property Damage Insurance.

As a condition precedent to conducting horse-boarding activities on the Property, LESSEE shall furnish public liability and property damage insurance which includes, but is not limited to, personal injury, property damage, and losses relating to independent contractors, products and equipment in a minimum amount of not less than a combined single limit of \$1,000,000 for one or more persons injured or property damaged in each occurrence.

Said public liability and property damage insurance furnished by LESSEE shall also name LESSOR as an additional insured and shall directly protect, as well as provide the defense for LESSOR, its officers, agents and employees, as well as LESSEE, and LESSEE's subcontractors, suppliers, agents and employees, from all suits, actions, damages, losses or claims of every type and description to which they may be subjected by reason of, or resulting from, LESSEE's operations on the Property, including horse-boarding

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activities, and all insurance policies shall so state. Said insurance shall also specify that it acts as primary insurance. Said insurance shall also insure performance by LESSEE of the indemnity provisions of this Agreement.

LESSEE further agrees that it will, at all times during the terms of this Agreement, at its own cost and expense, obtain and keep in full force and effect naming LESSEE as insured there under, renter's insurance with limits adequate to cover the replacement value of all of LESSEE's personal property which LESSEE may bring on to the Property during the course of its occupancy.

(b) Worker's Compensation Insurance. LESSEE shall be permissibly self-insured or shall carry full Worker's Compensation insurance coverage for all persons employed, either directly or through subcontractors, in performing the services specified in this Agreement, in accordance with the Worker's Compensation Act contained in the Labor Code of the State of California. By execution of this Agreement, LESSEE certifies as follows:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code. LESSEE will comply with such provisions before commencing the performance of the work of this contract.

As part of the execution of this Agreement, LESSEE agrees to furnish to LESSOR a certified copy of the insurance policies it has taken out for public liability, property damage, renter's insurance and Worker's Compensation insurance set forth above, or valid certificates of such insurance, for the periods covered by this Agreement. Such insurance shall be placed with an insurance carrier acceptable to LESSOR under terms satisfactory to LESSOR. Said certified policies of insurance, or certificates of insurance, shall be furnished to LESSOR prior to commencing the services contemplated by this Agreement. Each such certified policy or certificate of insurance shall bear an endorsement precluding the cancellation or reduction in coverage of any such policy before the expiration of thirty (30) days after LESSOR shall have received written notification of such cancellation or reduction.

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Should LESSEE fail to obtain and keep in force the insurance coverage hereinabove required, LESSOR shall have the right to cancel and terminate this Lease Agreement forthwith and without regard to any other provisions of this Agreement.

9. FIRE OR CASUALTY LOSS

If the leased premises are totally destroyed by fire or other casualty, this Lease shall terminate. If ten percent (10%) or less of the area of the leased premises is rendered unusable for the purposed intended, because of fire or other casualty, LESSOR agrees to restore the leased premises to substantially the same condition as it was in immediately before the destruction, if the restoration can be made under the existing laws and can be completed within ninety (90) working days after the date of destruction; in which event this Lease shall not terminate. Within fifteen (15) working days after the date of destruction LESSOR shall notify LESSEE if the restoration can be accomplished within the ninety (90) day period, and if it cannot be done in such period of time then LESSEE shall have the right to terminate the Lease within ten (10) days after receiving such notice. If LESSEE fails to so terminate this Lease, the LESSOR, at its option, may either terminate this Lease or restore the leased premises within a reasonable time by giving LESSEE notice thereof within ten (10) days after LESSEE's notice period has expired. In of destruction there shall be an abatement or reduction of the total monthly rent between the date of destruction and the date of completion or restoration, based on the extent to which the destruction interferes with LESSEE's use of the lease premises

10. ALTERATIONS, IMPROVEMENTS, AND UTILITIES

LESSEE shall not make any changes, alterations, modifications, improvements or additions to the Property without the prior written approval of LESSOR. Any such approved changes, alterations, modifications, improvements or additions to LESSOR's Property shall comply with all zoning and building ordinances and regulations. All costs of such approved changes, alterations, modifications, improvements or additions shall be paid for by LESSEE.

(a) LESSEE shall pay for all gas, electricity, water, sewer, telephone, trash collection and all other utilities and services used upon or furnished to the Property during the term of this Agreement.

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11. ASSIGNMENT AND SUBLETTING:

LESSEE shall have no right, authority or power to sublease or assign the LESSEE's occupancy or LESSEE's duties and obligations specified in this Lease Agreement to any other person, nor shall LESSEE have any right, authority or power to allow or permit any other person or party to have any interest in this Lease Agreement without the prior written consent of LESSOR. It is the purpose and intent of this Lease Agreement to grant said occupancy solely to LESSEE and neither directly nor indirectly to any other person or party. The assignment, subletting or encumbrance of LESSEE's rights and obligations pursuant to this Lease Agreement without the prior written consent of LESSOR shall be void, and, at the option of LESSOR, shall terminate this Lease Agreement. No assignment approved by LESSOR shall relieve LESSEE of its obligations under the terms of this Lease Agreement. The written consent of LESSOR to one assignment, sublease, or use by another person shall not be deemed to be consent to any subsequent assignment, sublease, occupation or use by another person.

12. LESSEE AS INDEPENDENT CONTRACTOR

The parties hereto agree that at all times during the terms of this Lease Agreement, LESSEE and LESSEE's agents and employees hired to perform services pursuant to this Lease Agreement are independent contractors for all purposes of this Lease Agreement. Under no circumstances shall LESSEE or LESSEE's employees be considered agents or employees of LESSOR with respect to the services performed pursuant to this Lease Agreement. LESSEE acknowledges, therefore, that it and its agents and employees are not entitled to Worker's Compensation benefits from LESSOR should LESSEE or its agents and/or employees sustain an injury in the course of performing services specified in this Lease Agreement. LESSOR shall have the right to control LESSEE only as to the results to be obtained with respect to LESSEE's performance of the maintenance and caretaking duties specified in this Lease Agreement, but not as to the means of accomplishing such results. LESSEE shall be solely responsible for and have control over the means, methods, details, techniques, timing and procedures for maintaining the Property and the house located thereon, and providing the caretaking services specified in this Lease Agreement. If, in the performance of this Agreement, any third persons are employed by LESSEE, such persons shall be entirely and exclusively under the direction, supervision and control of LESSEE. All terms of employment, including hours, wages, working conditions, discipline,

hiring and discharging, or any other terms of employment shall be determined by LESSEE, and LESSOR shall have no right or authority over such persons or the terms of their employment. LESSEE shall have no authority, express or implied to act on behalf of LESSOR in any capacity whatsoever as an agent except as LESSOR may specify in writing. LESSEE shall have no authority, express or implied, pursuant to this Lease Agreement, to bind LESSOR to any obligation whatsoever.

13. NEGATION OF PARTNERSHIP

LESSOR shall not become or be deemed a partner or joint venture with LESSEE with respect to LESSEE's horse-boarding activities by reason of the provisions of this Agreement.

14. TAXES

LESSEE shall, at its sole cost and expense, pay any and all taxes for which it is responsible, or which may be assessed against it.

(a) Possessory Interest Tax.

Under this Agreement a possessory interest subject to property taxation may be created. Notice is hereby given pursuant to Revenue and Taxation Code Section 107.6 that such possessory interest may be subject to property taxation if created, and that the party in whom the possessory interest is vested may be subject to the payment of property taxes levied on such interests. Also, the interest created by this Agreement may be subject to special taxation pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et. seq.) A party in whom a possessory interest is vested may be subject to the payment of special taxes levied on such interest pursuant to that Act.

(b) Right to Contest Taxes.

LESSEE shall have the right in its own name, or to the extent necessary in LESSOR's name, to contest in good faith and by all appropriate proceedings the amount, applicability or validity of any possessory tax assessment pertaining to the residence on the Property.

In the event LESSEE initiates such contest, LESSOR shall reasonably cooperate with LESSEE, provided that such contest will not subject any part of LESSOR's property to forfeiture or loss.

If at any time payment of any tax or assessment becomes necessary and LESSEE has exhausted its remedies with respect to contesting the amount, applicability or validity of any such tax assessment pertaining to the residence on the Property, LESSEE shall then timely pay such tax or assessment.

15. DEFAULT BY LESSEE

In addition to any other default provision contained in the Lease, the occurrence of any of the following shall constitute a default by LESSEE:

- (a) Failure to pay Total Monthly Rent when due, if the failure continues for fifteen (15) days after notice has been given to LESSEE by LESSOR.
- (b) Abandonment and vacation of the leased premises. Unless notice is provided to LESSOR in writing to the contrary, failure to occupy and operate the leased premises for thirty (30) consecutive days shall be deemed an abandonment and vacation.
- (c) Failure to perform any other provision of this Lease if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of the Lease if LESSEE commences to cure the default within the thirty (3) day period and diligently and in good faith continues to cure the default. Notices given under this Paragraph No. 15 shall specify the alleged default and the applicable Lease provisions, and shall demand that LESSEE perform the provisions of the Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the leased premises. No such notice shall be deemed a forfeiture or a termination of the Lease unless LESSOR so elects in the notice. If LESSOR elects to terminate this Lease by reason of LESSEE's default, then upon such termination LESSOR or its authorized agents may enter upon and take possession of the leased

premises. In such event, LESSEE waives any and all claims for damages against LESSOR, its officers, agents, or employees.

16. ADDITIONAL CONDITIONS OF OCCUPANCY

During the term of this Lease Agreement LESSEE agrees to continuously abide by the following additional conditions of occupancy:

No recreational vehicles, boats or non-operating vehicles may be store on the Property without the prior written approval of LESSOR's Board of Directors.

LESSEE agrees that it shall not allow any volunteer or community groups or organizations to perform any work or conduct any functions on the Property without the prior written approval from LESSOR's Board of Directors.

LESSEE agrees to prepare and provide a written report to LESSOR annually documenting LESSEE's completion of all obligations specified in this Agreement.

17. LIENS

Ten (10) days before any commencement of any work, improvement or repair that will cost in excess of \$500, LESSEE shall notify LESSOR in writing of its intention to commence said work. Said notice is to be given for the express purpose of permitting LESSOR to post a Notice of Non-Responsibility to protect LESSOR's interests in the leased premises from the attachment of any mechanic's liens.

18. TERMINATION RIGHTS

This Agreement may be terminated without further liability on ninety (90) days written notice by either party.

(a) Removal of LESSEE Property upon Termination. Upon the expiration of the term of this Lease Agreement, or any earlier termination thereof, or any renewal thereof, LESSEE shall surrender to LESSOR possession of the Property and shall restore the Property to the same condition of clean, neat, and operable. If LESSEE is not then in

default under the terms of this Agreement, LESSEE shall remove all LESSEE's personal property, removable furniture, furnishings, and equipment installed by LESSEE on the Property. LESSEE shall not have the right to remove any fixtures installed on the Property with the consent of LESSOR. In the event that the Property or any portions thereof are damaged by LESSEE, such damage shall be repaired immediately by LESSEE at its sole cost and expense. LESSEE shall be afforded reasonable access to the Property to complete these tasks.

(b) Abandoned Property. Any LESSEE Property not removed within thirty (30) days of termination shall be deemed abandoned property and following written notice to LESSEE shall thereupon become the property of LESSOR to be used or disposed of by LESSOR without compensation to LESSEE. If LESSOR disposes of property abandoned by LESSEE within one hundred twenty (120) days after being abandoned by LESSEE, LESSEE shall compensate LESSOR for the actual costs incurred in disposing of any such abandoned property.

19. ATTORNEY'S FEES

In the event of any litigation between the parties hereto arising out of this Agreement or arising out of LESSEE's occupancy of the Property, the parties agree to be responsible for their own attorneys' fees and costs, if any.

20. NON-WAIVER

The failure or omission by LESSOR to terminate this Agreement for any violation of its terms or conditions shall in no way bar, stop or prevent LESSOR from terminating this Agreement therefore, either for such, or for any subsequent violation of any such term, condition or coven

21. AGREEMENT TO BIND SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit and bind the successors and assigns of the respective parties hereto.

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22. AMENDMENTS

This agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the parties hereto.

23. COMPLETE AGREEMENT

This instrument contains all of the agreements and covenants made between the parties to this Agreement and may not be modified orally or in any other manner other than by agreement in writing signed by all the parties to this Agreement or their respective successors or assigns.

24. SERVICE OF NOTICE

Any notice to or demand upon LESSOR or LESSEE required or permitted to be made under the provisions of this Agreement or any provisions of law, shall be given or made by registered mail, postage prepaid and addressed as follows until changed:

To LESSEE at:

Jessie Crowell
6000 Kenneth Avenue
Carmichael, CA 95608

To LESSOR at:

Carmichael Recreation and Park District
5750 Grant Avenue
Carmichael, CA 95608

25. TIME

Time is of the essence of this Agreement and all that is herein contained.

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IN WITNESS WHEREOF the respective parties hereto have executed this Lease as of the date first set forth herein and the initial term hereof shall commence on the date set forth in Paragraph No. 2.

CARMICHAEL RECREATION AND PARK DISTRICT, a Recreation and Park District formed pursuant to the California Public Resources Code (Section 5780, et seq.)

By _____
Tarry Smith, District Administrator
"LESSOR"

APPROVED
AS TO FORM: _____
County Counsel

By _____
Jessie Crowell
"LESSEE"

**FIRST AMENDMENT TO LEASE RE: CAPRA PARK
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND
JESSIE CROWELL**

THIS FIRST AMENDMENT TO LEASE RE: CAPRA PARK (hereinafter "First Amendment") is made and entered into this ____ day of _____, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a Recreation and Park district existing under authority of Public Resources Code § 5780 et seq (hereinafter LESSOR) and **JESSIE CROWELL**, (hereinafter LESSEE) to amend that certain lease agreement between the parties dated October 1, 2018 (hereinafter the Lease).

WHEREAS, LESSEE has exercised its option to extend the term of the Lease for an extended term of **three (3)** years pursuant to the terms of the lease, as modified herein; and

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Lease between LESSOR and LESSEE as follows:

1. Delete Paragraph 1A. Initial Term and replace with:

A. First Amendment Term. The term of the Lease is hereby extended for three (3) years, commencing on October 1, 2021, and terminating on September 30, 2024.

2. Add Paragraph 26. Certified Access Specialist

26. Certified Access Specialist

Pursuant to California Civil Code §1938, the LESSOR states that the Premises:

- Have not undergone an inspection by a Certified Access Specialist (CASp).
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards and a disability access inspection certificate has been issued pursuant to California Civil Code §55.51 et seq.
- Have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

A Certified Access Specialist (CAsp) can inspect the subject premises and determine whether the subject 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 subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CAsp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. 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.

3. REAFFIRMATION. Except as set forth in this First Amendment, all of the terms and conditions contained in the current Lease, and not in conflict with the provisions of this First Amendment, shall remain in full force and effect for the term of the lease.

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IN WITNESS WHEREOF, the respective parties hereto have executed this First Amendment to the Lease as of the date first set forth herein and the amendments set forth herein shall be effective October 1, 2021.

CARMICHAEL RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq

By _____
Mike Blondino, District Administrator

“LESSOR”

ATTEST:

Clerk of the Advisory Board of
Directors of Carmichael Recreation
and Park District

JESSIE CROWELL

BY: _____

“LESSEE”

**SECOND AMENDMENT TO LEASE RE: CAPRA PARK
BETWEEN CARMICHAEL RECREATION AND PARK DISTRICT AND
JESSIE CROWELL**

THIS SECOND AMENDMENT TO LEASE RE: CAPRA PARK (hereinafter "Second Amendment") is made and entered into this ____ day of _____, by and between **CARMICHAEL RECREATION AND PARK DISTRICT**, a recreation and park district existing under authority of Public Resources Code § 5780 et seq (hereinafter LESSOR) and **JESSIE CROWELL**, (hereinafter LESSEE) to amend that certain lease agreement between the parties dated October 1, 2018 and first amendment dated October 1, 2021 (hereinafter the Lease).

WHEREAS, LESSEE has exercised its option to extend the term of the Lease for an extended term of **three (3)** years pursuant to the terms of the Lease, as modified herein; and

NOW, THEREFORE, IT IS MUTUALLY AGREED to amend the Lease between LESSOR and LESSEE as follows:

1. Delete Paragraph 1A. Initial Term and replace with:

A. Second Amendment Term. The term of the Lease is hereby extended for three (3) years, commencing on October 1, 2024, and terminating on September 30, 2027.

2. REAFFIRMATION. Except as set forth in this Second Amendment, all of the terms and conditions contained in the current Lease, and not in conflict with the provisions of this Second Amendment, shall remain in full force and effect for the term of the lease.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the respective parties hereto have executed this Second Amendment to the Lease as of the date first set forth herein and the amendments set forth herein shall be effective October 1, 2024.

CARMICHAEL RECREATION AND PARK DISTRICT, a park district existing under authority of Public Resources Code § 5780 et seq

By _____
Mike Blondino, District Administrator

“LESSOR”

ATTEST:

Clerk of the Advisory Board of
Directors of Carmichael Recreation
and Park District

JESSIE CROWELL

BY: _____

“LESSEE”