

CHAPTER 11

PROPERTY MANAGEMENT

INTERNAL CALTRANS EXHIBITS AND FORMS

<u>Exhibit No.</u>	<u>Title</u>
11-EX-A	Residential Rental Agreement (for internal Caltrans use)
11-EX-B	Lease Agreement (for internal Caltrans use)
11-EX-C	Agricultural Lease Agreement (for internal Caltrans use)
11-EX-D	Advertising Structure Agreement (for internal Caltrans use)
11-EX-E	Rental Agreement Amendment (for internal Caltrans use)
11-EX-F	Rental Offset Agreement (for internal Caltrans use)
11-EX-G	Lease Renewal (for internal Caltrans use)
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11-EX-K	Lease Agreement Amendment (for internal Caltrans use)
11-EX-06	Lease Agreement Amendment – Revenue Class 42/ Revenue Class 43 (for internal Caltrans use)
11-EX-06C	Waiver of 48-Hour Notice of Initial Inspection (for internal Caltrans use)
11-EX-06D	Initial Vacancy Inspection and Statement of Proposed Security Deductions (for internal Caltrans use)
11-EX-12	Liability, Property Damage and Fire Insurance (for internal Caltrans use)
11-EX-13	Recommendation and Approval Form for Archive Copy of Lease (for internal Caltrans use)
11-EX-14	Sample Notice to Bidders (for internal Caltrans use)
11-EX-15	City, County, or Special District Lease (for internal Caltrans use)
11-EX-16	Materials Agreement (Sample Format) (for internal Caltrans use)
11-EX-17	Materials Agreement (Sample Format) (for internal Caltrans use)
11-EX-23	Master Tenancy Lease Agreement (for internal Caltrans use)
11-EX-24	Bid Proposal Mailing Envelope (Sample) (for internal Caltrans use)
11-EX-26	Bid Results – Unsuccessful Bidders (for internal Caltrans use)

<u>Exhibit No.</u>	<u>Title</u>
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11-EX-30	State as Lessee Lease Agreement (for internal Caltrans use)
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11-EX-39	Collection Agency Transmittal (for internal Caltrans use)
11-EX-40	Statutory Notice to Former Tenant of Right to Reclaim Abandoned Property (for internal Caltrans use)
11-EX-41	Statutory Notice to Person Other Than Former Tenant of Right to Reclaim Abandoned Property (for internal Caltrans use)
11-EX-44	Notice of Termination of Tenancy and Notice to Quit (for internal Caltrans use)
11-EX-45	Request for Rent Determination (for internal Caltrans use)
11-EX-46	Documentation of Residential Fair Market Rental Rate (for internal Caltrans use)
11-EX-50	Modular Lease Agreement – State as Lessee (for internal Caltrans use)
11-EX-52	Pet Addendum (for internal Caltrans use)
11-EX-53	Nominal Value Nonresidential Rental Appraisal (for internal Caltrans use)
11-EX-54	Residential Property Inspection (for internal Caltrans use)
11-EX-54SW	Residential Storm Water Inspection (for internal Caltrans use)
11-EX-55	Non-Residential Property Inspection (for internal Caltrans use)
11-EX-55SW	Storm Water Inspection (Non-Residential) (for internal Caltrans use)
11-EX-56	Residential Property Occupancy and Vacancy Inspections (for internal Caltrans use)
11-EX-57	Memorandum of Understanding for Utilizing State-Owned Property (for internal Caltrans use)
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11-EX-59	Unimproved Property Inspection (for internal Caltrans use)
11-EX-60	Notice of Belief of Abandonment – Residential (for internal Caltrans use)
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<u>Exhibit No.</u>	<u>Title</u>
11-EX-62	Statutory Notice to Former Tenant of Right to Reclaim Abandoned Property – Non-Residential (for internal Caltrans use)
11-EX-63	Statutory Notice to Person Other Than Former Tenant of Right to Reclaim Abandoned Property – Non-Residential (for internal Caltrans use)
11-EX-65	Vacancy Report (for internal Caltrans use)
11-EX-66	Flood Disclosure Addendum (for internal Caltrans use)
11-EX-67	Notice to Terminate Non-Residential Tenancy (for internal Caltrans use)
11-EX-68	3-Day Notice to Correct Breach of Covenant (for internal Caltrans use)
11-EX-69	60-Day Notice to Terminate Residential Tenancy – Just Cause (for internal Caltrans use)

<u>Form No.</u>	<u>Title</u>
RW 11-04	Written Notice of Denial (for internal Caltrans use)
RW 11-07	Property Management Rental Account Diary (for internal Caltrans use)
RW 11-08	Notice of Right to Inspection (for internal Caltrans use)
RW 11-14	Proof of Service Notice (for internal Caltrans use)
RW 11-15	Unlawful Detainer Request (for internal Caltrans use)
RW 11-25	Authorization to Write Off or Adjust Accounts Receivable Bill (for internal Caltrans use)
RW 11-27	State Fire Marshal Checklist (for internal Caltrans use)
RW 11-29	Seismic Screening Checklist (for internal Caltrans use)
RW 11-31	Structural Evaluation Request (for internal Caltrans use)
RW 11-35	Letter of Intent to Vacate—90 (for internal Caltrans use)

RESIDENTIAL RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made this _____ day of _____, _____, between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Tenant(s).

WITNESSETH

In consideration for the payment of the rent specified herein, Department hereby rents the property to Tenant(s) on the following covenants, terms, and conditions:

- 1) DESCRIPTION:** The Department, in consideration of the payment of the rent hereinafter specified to be paid by the Tenant(s), and the covenants and agreements herein contained, does hereby rent, demise, and let unto Tenant(s) that certain property in the County of _____, State of California, the address of which is _____, and legally described as:

Including the following improvements:

- 2) RENT:** Rental of the property is on a month-to-month basis, and Tenant(s) agrees to pay rent to the Department, in the amount of _____, in advance, *on the first day of each month* so long as tenancy continues.

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

Tenant(s) will pay the prorated rental of \$_____, which represents _____ days, and thereafter at the rate and terms specified above.

- 3) RECEIPT OF MONIES PAID:** Department acknowledges receipt of monies paid by Tenant(s) in the amount of \$_____, for the following purposes:
- | | | |
|----------|----|-------|
| Rent | \$ | _____ |
| Security | \$ | _____ |

4) SECURITY DEPOSIT: Tenant(s) shall deposit with the Department \$_____ as a guarantee for faithful performance of the conditions of this Agreement. The Department may use such amounts as are reasonably necessary to remedy Tenant's default in the payment of rent; to repair damages caused by Tenant(s), or by a guest or a licensee of the Tenant(s); to clean the premises, if necessary, upon termination of tenancy; and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Tenant(s) agrees to reinstate said total security deposit upon five (5) days' written notice delivered to Tenant(s) in person or by mail. The Department shall furnish the Tenant(s) with an itemized written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the Tenant(s) in accordance with California Civil Code Section 1950.5.

5) PAYMENTS: Tenant(s) shall make payment to the Department's mailing address or street location as indicated below:

Department of Transportation
Attention: Cashier
P.O. Box 168019

Department of Transportation
Attention: Cashier
1820 Alhambra Boulevard, 2nd
Floor

Sacramento, CA 95816-8019
Telephone
Number _____

Sacramento, CA 95816

Tenant(s) shall include the complete Tenancy Number, __-____-____-, on the check or other form of payment.

6) LATE PAYMENT CHARGE: Tenant(s) hereby acknowledges that Tenant's late payment to Department of rent and other sums due hereunder will cause Department to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant(s) shall not be received by Department within ten (10) days after such amount shall be due, Tenant(s) shall pay to Department a late charge of \$_____. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Department will incur by reason of late payment by Tenant(s). The Department's acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.

7) DISHONORED CHECK CHARGE: Tenant(s) hereby agrees:

- a) That Tenant(s) shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.
- b) That if Tenant(s) has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Agreement.

8) UTILITIES: Tenant(s) shall pay for all utilities, including utility deposits, except _____. Tenant(s) shall contact utility providers to request that utility service be established in Tenant's name by _____, _____. In the event tenant(s) fail to establish service in tenant(s) name by above-mentioned date, this tenancy will be terminated.

In the event the Department pays any utility charge, the Department will review the utility charges at least annually or more often as needed, and with sixty-days (60-days) notice adjust the amount being charged Tenant for utilities accordingly.

9) RENTAL RATE REVIEW: The Department will review the rental rate annually and with proper notice adjust the rental rate accordingly.

10) NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows:

Department of
Transportation

Lessee:

Name

Name

Address

Address

Telephone Number

11) USE: Tenant(s) shall use the property for residential purposes only and not permit occupancy by more than _____ adults and _____ children. Tenant(s) and Tenant's heirs or successors in interest shall not let or sublet the whole or any portion of the property nor assign this tenancy to a third party. Tenant(s) shall not commit or permit waste on the property and shall comply with all laws and ordinances concerning the property and the use.

12) CHANGE OF TENANTS: If at any time during this tenancy one or more of the undersigned Tenant(s) vacate the premises, the remaining Tenant(s) and the Department shall enter into a new rental agreement upon such terms and conditions as agreed between the parties. In the event such agreement cannot be reached within thirty days (30 days), either party may give notice of termination of the tenancy. The members of the tenancy created by this Agreement are jointly and severally responsible for rents and all other terms and conditions herein.

13) ASSIGNMENT AND SUBLETTING: Tenant(s) shall not assign or sublet this Agreement without Department's written consent. This includes, but is not limited to, room rentals, short term rentals, and vacation rentals. The Department has not consented to any assignments or sublets as of the effective date of this Agreement.

Any request by Tenant(s) to assign this Agreement shall be subject to the following:

- a) An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Tenant(s).
- b) The proposed use must be the same or similar to that employed by Tenant(s).
- c) A written application from the proposed assignee is required. Tenant(s) will pay all charges incurred for verifying information in the application process.
- d) Department has the right to raise the rent to current market value upon Tenant's exercise of a right to assign.
- e) Assignment does not relieve the Tenant(s) of any duties or obligations under the Agreement.
- f) Any assignment is not deemed consent to any subsequent assignment.

(NOTE: See *optional* Clauses 4 and 5 if subletting is permitted.)

14) PETS: No birds, animals, or other pets shall be kept on the premises without the Department's prior written consent.

The Department has approved no birds, animals, or other pets.

or

The Department has approved the following pets for occupancy on the property identified above:

Name: _____	Type: _____
Color: _____	Breed: _____
Size: _____	Age: _____

Pet Application has been completed and submitted to Department:

Yes No

Pet Application has been approved:

Yes No

Tenant(s) and Department have executed Pet Addendum:

Yes No

Department has collected Pet Security Deposit:

Yes No

Pet Liability Insurance is required:

Yes No

Tenant has submitted proof of Pet Liability Insurance:

Yes No NA

15) SMOKE ALARM: The property is equipped with a smoke alarm(s), approved and listed by the State Fire Marshal. The alarm(s) was (were) tested and working properly at the time of initial occupancy as demonstrated by the Department's agent. The Department's agent explained the operation of the detector(s) to the Tenant(s).

The Tenant(s) assumes the responsibility to test the alarm(s) for proper operation at least once a week. The Tenant(s) will report, in writing, any malfunction of the alarm(s) to the Department.

16) MAINTENANCE: Tenant(s) shall keep property in a neat, clean, and orderly condition at all times during occupancy, including watering of shrubs and lawns, and shall not permit rubbish, garbage, etc., to accumulate at any time.

17) CONDITIONS-REPAIRS: Department shall maintain the premises in habitable condition. Tenant(s) shall keep the property, including furnishings and equipment, if applicable, in good order and condition and shall pay the Department promptly for any damages to the property, its equipment or furnishings caused by the Tenant's negligence or misuse.

Tenant(s) shall not damage, depreciate, alter or misuse the property and may not paint or decorate the property without the Department's prior written consent. If Tenant(s) damages the property, the Tenant(s) shall pay all costs necessary to restore the property to its prior condition.

In the event habitability defects occur, Tenant(s) shall give written notice to the Department of such defects. If the Department does not repair such defects within a reasonable time of not less than thirty (30) days after such written notice, Tenant(s) may make the repairs where the cost of such repairs does not exceed one month's rent. The cost of these repairs may be deducted from the rent. This remedy is available only twice in any twelve (12) month period.

If Tenant(s) substantially contributes to the dilapidation of the premises, the remedy of "repair and deduct" referred to in the preceding paragraph is not available to Tenant(s).

18) TERMINATION: This Agreement shall be subject to cancellation and termination by either party at any time by giving the other party written notice. The Department shall give the Tenant(s) a notice prior to the effective date of termination as required by State law. The Tenant(s) shall give the Department notice in compliance with California Civil Code, Section 1946.1(b). In the event of such termination, any unearned rental paid by Tenant(s) shall be returned to Tenant(s) in accordance with the proration described in Clause 2 above.

19) VACATING THE PROPERTY: Upon vacating the property, Tenant(s) agrees to leave same in as good condition as existed on the day possession was taken, allowing for ordinary and normal usage during occupancy; and to reimburse the Department for any damage done to the property caused by Tenant's occupation or tenancy other than that due to normal use. Tenant(s) shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Tenant(s) will pay any removal costs incurred by the Department. On the date the property is vacated, Tenant agrees to deliver the property keys to the Department in person or at: _____.

- 20) RELOCATION PAYMENT:** Tenant(s) acknowledges the following: Tenant(s) commenced occupancy of the premises after Department acquired title to it, Department acquired the premises for a public project, Tenant(s) may be required to vacate the premises to allow construction of the public project, and Tenant(s) is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Government Code, Section 7260, et seq.; 42 United States Code, Section 4601, et seq.)
- 21) POSSESSORY INTEREST:** Tax bills inadvertently received by the Tenant(s) should be forwarded to the Department for processing.
- 22) ALTERATIONS:** Tenant(s) shall not make or suffer any alteration to be made in or on the property without Department's written consent.
- 23) OWNERSHIP OF IMPROVEMENTS:** All alterations made or added to the property by Tenant(s) pursuant to Clause 22, shall be deemed real property and a part of the property, but shall remain the property of the Tenant(s) during the term of this Agreement. Tenant(s) hereby covenants and agrees not to grant a security interest in any such items to any party other than Department. Any such alterations shall not be removed from the property during the term of this Agreement without Department's prior written consent. At the expiration of the term, or any sooner termination of this Agreement, all such alterations shall automatically become property of Department and shall be surrendered to Department as part of the property unless Department shall require Tenant(s) to remove any such alterations in which case Tenant(s) shall so remove same. Department shall have no obligations to reimburse Tenant(s) for all or any portion of the cost or value of any such alterations so surrendered to Department. Tenant(s) shall be responsible for any damage caused to the property for the removal of such alterations at Department's demand.
- 24) RIGHT OF ENTRY:** Department or its authorized agent may enter into and upon the property, with or without the Tenant's presence, to make necessary or agreed repairs, alterations, decorations, or improvements; to supply necessary or agreed services; to inspect for waterbed violations; to show the property to prospective or actual buyers, mortgagees, tenants, workers, or contractors; to conduct an initial move-out inspection as provided by Civil Code Section 1950.5(f); and pursuant to court order or agreement with Tenant(s). Department will give Tenant(s) at least 24 hours' notice and will only enter during regular business hours. When entry is for the purpose of an initial move-out inspection, the notice period will be 48 hours. Notices will include the purpose, date, and approximate time of the intended entry. Department reserves its right to enter, without notice and at any time, in case of emergency, to prevent imminent
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harm to persons or property, or when Tenant(s) has abandoned or surrendered the property.

- 25) INSURANCE:** Department is self insured and will not keep the property insured against fire or any other insurable risk, and Tenant(s) will make no claim of any nature against Department by reason of any damage to Tenant's property in the event it is damaged or destroyed by fire or by any other cause.

Tenant(s) agree to accept financial responsibility for any loss or damage to personal property belonging to Tenant(s) and their guests and invitees caused by theft, fire, or any other cause. Department assumes no liability for any such loss. Department recommends that Tenant(s) obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage, and damage to the premises.

- 26) INDEMNIFICATION:** Tenant(s) shall indemnify, defend, and hold the Department, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Tenant(s), notwithstanding the Department, its officers', agents' and employees' active or passive negligence, and/or regarding all acts and omission, including but not limited, to the willful misconduct or negligence of the Tenant(s).

Further, it is the parties intent that the indemnity provisions stated herein, apply to losses resulting from the Tenant's negligence or any cause other than the willful misconduct or sole negligence of the Department, its officers, agents or employees.

- 27) HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this Agreement, Tenant(s) shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant(s) cause or allow the deposit or disposal of any such substance on the property described in the Preamble. However, household

products necessary for routine cleaning and maintenance of the property may be kept in quantities reasonable for current needs.

Department, or its agents or contractors shall at all times have the right to go upon and inspect the property and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

28) WATER POLLUTION CONTROL: Tenant shall not allow the discharge of contaminated storm water runoff or unauthorized non-storm water discharges to any private or public storm water drainage systems, which may include but are not limited to: discharges of runoff containing chemicals, fuels, grease, oil, or other hazardous materials; discharges of pool or fountain water containing chlorine, biocides, or other chemicals and discharges of pool or fountain filter backwash water; discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; discharge of runoff from washing toxic materials from paved or unpaved areas; and discharge of materials such as litter, landscape debris, construction debris, or any federally banned pesticides.

In addition, Tenant shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Tenant shall implement best management practices (BMPs) shown in the attached Residential Stormwater Pollution Prevention Fact Sheet, attached hereto as Exhibit ___ and incorporated herein by this reference, applicable to Tenant's activities.

[RW instructions - Attach Residential Storm Water Fact Sheet to Agreement. Fact Sheet is in the RW Property Management and Airspace Storm Water Guidance Manual.]

In the event of conflict between the attached Fact Sheet and this Agreement, this Agreement shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include

taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

- 29) PENAL CODE SECTION 290.46 NOTIFICATION:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and Zip Code in which they reside.
- 30) BED BUG INFORMATION SHEET:** As required by Civil Code Section 1954.603, the Department must provide written notice regarding general information about bed bug identification, behavior and biology, the importance of cooperation for prevention and treatment, and the importance of prompt written reporting of suspected infestations to the Department. An information sheet entitled, *Bed Bug Information Sheet*, is attached as Exhibit ___ and incorporated for your use.
- _____ (Initial) Tenant acknowledges receipt of the *Bed Bug Information Sheet*.
- 31) FLOOD DISCLOSURE:** Pursuant to California Government Code 8589.45, the Department shall disclose to the Tenant(s) if the property is located in a special flood area or an area of potential flooding if the Department has actual knowledge of that fact. The disclosure entitled, *Flood Disclosure Addendum*, is attached as Exhibit ___ and incorporated herein by this reference.
- 32) NON-DISCRIMINATION:** All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the renting and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.
- 33) WAIVER:** If any part of this Agreement is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by the Department, the remaining portions of this Agreement shall remain in full force and effect. The receipt by the Department of rent with the knowledge of any breach of a provision of this Agreement shall not constitute a waiver of such breach.
- 34) AMENDMENTS:** The terms of this Agreement may be amended or revised by written and signed memorandum from Department to Tenant(s), upon thirty (30) days notice in writing, and said memorandum shall become a part of the original
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agreement and shall operate with the same force and effect as the original agreement.

- 35) PREVIOUS AGREEMENTS:** Any existing lease or rental agreement(s) between Tenant(s) and the Department (or its predecessor in interest) covering this property are terminated as of the effective date of this Agreement.
- 36) LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 37) ENCUMBRANCES:** Tenant(s) shall not encumber the rented premises in any manner whatsoever.
- 38) POSTING OF PROPERTY:** Department or its agents shall at all times have the right to serve or to post thereon any notice required or permitted by law for protection of any right or interest of the Department.
- 39) JUST CAUSE TERMINATIONS AND RENT INCREASES: (IF THE RESIDENTIAL RENTAL UNIT IS NOT SUBJECT TO SECTIONS 1946.2 AND 1947.12 OF THE CIVIL CODE)** This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.
- (IF THE RESIDENTIAL UNIT IS SUBJECT TO SECTIONS 1946.2 AND 1947.12 OF THE CIVIL CODE, MUST BE AT LEAST 12 POINT TYPE FACE)** California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.
- 40) HEADINGS:** The marginal or clause headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
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41) COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. Department and Tenant(s) intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on telecopied or electronic mailed signatures.

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE THIS AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

APPROVAL RECOMMENDED

(Type Tenant's Name)

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Tenant's Name)

(Type Supervisor's Name)
(Type Supervisor's Title)

OPTIONAL CLAUSES

(TO BE INCLUDED IN ALL AGREEMENTS FOR RESIDENCES CONSTRUCTED PRIOR TO 1978)

1) LEAD-BASED PAINT:

This property was constructed prior to 1978 and may contain lead-based paint that may pose a serious health hazard, especially to children and pregnant women. A government pamphlet, "Protect Your Family from Lead in Your Home," explaining the potential health hazards resulting from exposure to such lead-based paint and the precautions you should take to avoid such health hazards, is attached and incorporated for your use.

_____ (Initial) Tenant acknowledges that they received the pamphlet.

(TO BE USED AS NECESSARY)

2) TENANT LIABILITY INSURANCE: Tenant(s) shall, at Tenant's expense, take out and keep in force during tenancy:

- a) General liability insurance, in a company or companies to be approved by the Department, to protect the Department, its officers, agents, and employees against any liability to the public incident to the use of, or resulting from injury to or death of, any person occurring in, or about, the property, in the combined amount of not less than five hundred thousand dollars (\$500,000) against all claims resulting from any one accident; or,
- b) Single limit coverage of not less than five hundred thousand dollars (\$500,000) for the required public liability insurance.

Said policies shall insure to the contingent liabilities, if any, of the Department, and the officers, agents, and employees of the Department and shall obligate the insurance carriers to notify the Department, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Tenant(s) shall furnish to the Department, either a certified copy of each and every such policy or a fully executed "Certificate of Insurance with Endorsement for Lease of State-Owned Property" (Form RW 11-18) within not more than ten (10) days after the effective date of the policy. Tenant(s) agrees that, if Tenant does not keep such insurance in full force and effect, the Department may take out insurance and pay the premiums thereon, and the repayment thereof shall be deemed to be additional rental and payable as such on the next day upon which rent becomes due hereunder.

3) RENTAL OFFSET:

It is understood and agreed that in consideration of a rental offset of an amount not to exceed \$_____, Tenant(s) agrees to: *(Describe work to be done)*.

[RW instructions - If rental offset work involves an *outdoor* activity that has the potential to pollute storm water, insert following sentence and attach appropriate Stormwater Pollution Prevention Fact Sheet (e.g., Trash Removal, General Maintenance, etc.) from the RW Property Management and Airspace Storm Water Guidance Manual - otherwise delete.]

In performing the work described above, Tenant shall implement best management practices shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: _____.

Tenant(s) shall secure paid itemized bills covering materials used for the authorized work and forward them to the Department at the address specified in Clause 10, Notices, of this Agreement. Credit will only be allowed for the actual amount of the paid bills not to exceed the amount above. Tenant(s) will be paid for materials only and will not be paid for his/her labor or for the purchase of tools. Tenant(s) may not hire a third party contractor to perform the authorized work unless prior written permission from the Department is obtained.

It is further agreed that said work will be completed and paid bills received by the Department prior to _____, and that the rental credit will only be granted after inspection, by the Department, of the completed work.

(Give a detailed description of the work to be performed.)

4) (To be added to Agreement Clause 13—Assignment and Subletting—only where human habitation is permitted)

In the event the terms of this Agreement permit the subletting of portions of the property herein for human habitation, then Tenant(s) covenants and agrees to assume all the obligations and conditions to any subtenants, within the meaning of Sections 1941 and 1942 of the Civil Code.

Tenant(s) specifically waives as an obligation of Department the provisions of Sections 1941 and 1942 of the Civil Code, which read as follows:

“**1941.** The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidation's thereof, which render it untenable, except as are mentioned in Section 1929.”

“**1942.** (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure greater than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.”

5) (To be added where subleasing is permitted)

SUBTENANT REQUIREMENT: In the event the terms of this Agreement specifically permit subletting of all or a portion of the property herein, the following shall apply:

- a) Tenant(s) is required to furnish each new subtenant with two copies of Department's form notice advising subtenant that no relocation payments will be made. Subtenant(s) will sign one copy and return it to Department.
- b) Tenant(s) to provide Department with a listing of all subtenants as required by Department.

6) INVENTORY: Tenant(s) acknowledges the premises are furnished in accordance with the attached inventory, Attachment _____, by initialing here: _____ (*Initials*).

7) LIABILITY AND PROPERTY DAMAGE INSURANCE: Tenant(s) shall, at Tenant's expense, take out and keep in force during the full term of the tenancy:

General liability insurance providing coverage in the amount of one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Liability combined, in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of, or resulting from, any and every cause occurring in or about the property which is the subject of this lease, including any and all claims, suits or actions for damage to vehicles on the property.

With respect to third-party claims against Tenant(s), Tenant(s) waives any and all rights to any type of express or implied indemnity against Department, its officers or employees.

It is the intent of the parties that Tenants(s) will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of Department, Tenant(s), the officers or employees of either of these, other than the sole negligence of Department, its officers and employees.

Nothing in this Agreement is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of this Agreement intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name Department as an additional insured and shall inure to the contingent liabilities, if any, of Department and the officers, agents and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Tenant(s) shall furnish to Department either a certified copy of each and every such policy or a fully executed "CERTIFICATE OF INSURANCE WITH ENDORSEMENT FOR LEASE OF STATE-OWNED PROPERTY" within not more than ten (10) days after the effective date of the policy. Tenant(s) agrees that if Tenant(s) does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this Agreement.

8) SECTION 8 HOUSING: Department is renting the above-referenced property to Tenant for occupancy by Tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

Department has entered into a Housing Assistance Payments Contract (HAP contract) with the local Public Housing Authority (PHA), _____, under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to Department to assist Tenant(s) in renting the property from Department.

Department has given the PHA a copy of the rental agreement, including any revisions agreed by Department and Tenant(s). Department certifies that the terms of the rental agreement are in accordance with all provisions of the HAP contract and that the rental agreement includes the voucher program tenancy addendum current at the time of execution of this Agreement.

LEASE AGREEMENT

Tenancy Number _____

THIS LEASE is made and entered into this _____ day of _____, _____, at _____, California, by and between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Lessee, whose address is _____, California.

WITNESSETH

1) DESCRIPTION: The Department, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee(s), and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee(s) that certain property in the County of _____, State of California, the address of which is _____, and legally described as:

Including the following improvements: (use attachment)

* Excepting (e.g., outdoor advertising signs, etc.)

A visual representation of the lease area is indicated on the aerial map attached hereto as Exhibit ___ and incorporated herein by this reference.

2) TERM: This lease shall be for a term of _____ (____) years, commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, with the right of cancellation and termination in both Department and Lessee(s) as hereinafter set forth.

3) RENT: The rent shall be paid by the Lessee(s) monthly, in advance, on the first (1st) day of each month during said term, in lawful money of the United States, as follows:

or

The rent shall be paid by the Lessee(s) annually, in advance, on the first (1st) day of the month identified in Clause 2 during said term, in lawful money of the United States, as follows:

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

4) RECEIPT OF MONIES PAID: Department acknowledges receipt of monies paid by Lessee(s) in the amount of \$_____, for the following purposes:

Rent \$ _____
Security \$ _____

5) SECURITY DEPOSIT: Lessee(s) shall deposit with Department \$_____ as a guarantee for faithful performance of the conditions of this Lease. Department may use such amounts as are reasonably necessary to remedy Lessee(s) default in the payment of rent; to repair damages caused by Lessee(s); and to clean the premises, if necessary, upon termination of tenancy. If used toward rent or damages during the term of tenancy, Lessee(s) agrees to reinstate said total security deposit upon five (5) days' written notice delivered to Lessee(s) in person or by mail. Department shall return any remaining portion of the security to Lessee(s) in accordance with California Civil Code Section 1950.7.

6) PAYMENTS: All rental payments shall be made payable to the Department of Transportation. Lessee(s) shall make payment to Department's mailing address or street location as indicated below:

Department of Transportation
Attention: Cashier
P.O. Box 168019

Department of Transportation
Attention: Cashier
1820 Alhambra Boulevard, 2nd
Floor

Sacramento, CA 95816-8019
Telephone
Number _____

Sacramento, CA 95816

Lessee(s) shall include the complete Tenancy Number, __-____-____-__, on the check or other form of payment.

7) LATE PAYMENT CHARGE: Lessee(s) hereby acknowledges that late payment by Lessee(s) to Department of rent and other sums due hereunder will cause Department to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee(s) shall not be received by Department within ten (10) days after such amount shall be due, Lessee(s) shall pay to Department a late charge of \$_____. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Department will

incur by reason of Lessee's late payment. Acceptance of such late charge by Department shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.

8) DISHONORED CHECK CHARGE: Lessee(s) hereby agrees:

- a) That Lessee(s) shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.
- b) That if Lessee(s) has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Lease.

9) UTILITIES: Lessee(s) shall pay when due all utility and other charges accruing or payable, including utility deposits, in connection with Lessee(s) use of the property during the term of this lease. Lessee(s) shall contact utility providers to request that utility service be established in Lessee's name by _____, _____. In the event Lessee(s) fails to establish service in Lessee(s) name by above-mentioned date, this Lease will be terminated.

If the Department is paying any or all utility charges, and passing those costs on the Lessee(s), the Department will review the utility charges at least annually, or more often if needed, and with a sixty-day (60-day) notice adjust the amount being charged to Lessee for utilities accordingly.

10) NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To Lessee(s) at the above-stated and to Department at:

Department of Transportation

(Address)

(Telephone Number)

The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Department shall also be able to serve notices by posting and subsequent mailing to Lessee(s).

11) USE: Lessee(s) shall use the property for the following purposes only:

- a) _____
_____.
- b) Lessee(s) shall not commit, suffer, or permit any waste on said property.
- c) Lessee(s) shall comply with all Federal, State, and local laws and ordinances concerning said property and the use thereof.
- d) Lessee shall not allow vehicle or equipment washing, fueling, maintenance or repair on the property, unless separately authorized by this lease agreement for industrial activity.

12) ASSIGNMENT AND SUBLETTING: Lessee(s) shall not assign or sublet this lease without Department's written consent. This includes, but is not limited to, room rentals, short term rentals, and vacation rentals. The Department has not consented to any assignments or sublets as of the date of this lease.

Any request by Lessee(s) to assign this lease shall be subject to the following:

- a) An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Lessee(s).
- b) The proposed use must be the same or similar to that employed by Lessee(s).
- c) A written application from the proposed assignee is required. Lessee(s) will pay all charges incurred for verifying information in the application process.
- d) Department has the right to raise the rent to current market value upon Lessee's exercise of a right to assign.
- e) Assignment does not relieve the Lessee(s) of any duties or obligations under the lease.
- f) Any assignment is not deemed a consent to any subsequent assignment.
- g) Lessee(s) shall pay to Department an amount equal to fifty percent (50%) of the gross sales price agreed upon by the parties in connection with any assignment.

(NOTE: See *optional* Clauses 3 and 4 if subletting is permitted.)

13) PETS: No birds, animals, or other pets shall be kept on the premises without the Department's prior written consent.

The Department has approved no birds, animals, or other pets.

or

The Department has approved the following pets for occupancy on the property identified above:

Name: _____	Type: _____
Color: _____	Breed: _____
Size: _____	Age: _____

Pet Application has been completed and submitted to Department:

Yes No

Pet Application has been approved: Yes No

Lessee and Department have executed Pet Addendum: Yes No

Department has collected Pet Security Deposit: Yes No

Pet Insurance is required: Yes No

Lessee has submitted proof of Pet Insurance: Yes No NA

14) MAINTENANCE: Lessee(s) shall keep property in a neat, clean, and orderly condition at all times during occupancy, including watering of shrubs and lawns (if applicable), and shall not permit rubbish, weeds, garbage, etc., to accumulate at any time. Lessee(s) shall not permit or allow any graffiti to be placed upon or remain upon any surface located on the leased property for longer than 48 hours.

15) CONDITIONS AND REPAIRS: Lessee(s) shall not call on Department to make any improvements or repairs on the property, but Lessee(s) hereby specifically covenants and agrees to keep the property including furnishings and equipment, if applicable, in good order and condition at Lessee's cost and expense. Lessee(s) further agrees to provide an adequate number of garbage and trash receptacles in clean condition and good repair. Department agrees to maintain the exterior walls, roof, main sewer and water service lines to building, and any other major repairs as deemed necessary and in the best interest of Department.

16) ALTERATIONS: Lessee(s) shall not make or suffer any alteration to be made in or on the property without Department's written consent.

17) OWNERSHIP OF IMPROVEMENTS: All alterations made or added to the leased property by Lessee(s) pursuant to Clause 16, except the Lessee(s) inventory, equipment, movable furniture, wall decorations, and trade fixtures, shall be deemed real property and a part of the leased property, but shall remain the

property of the Lessee during the term of this lease. Lessee hereby covenants and agrees not to grant a security interest in any such items to any party other than Department. Any such alterations shall not be removed from the leased property during the term of this lease without Department's prior written consent. At the expiration of the term, or any sooner termination of this lease, all such alterations other than Lessee(s) inventory, equipment, movable furniture, wall decorations, and trade fixtures, shall automatically become property of Department and shall be surrendered to Department as part of the leased property unless Department shall require Lessee(s) to remove any such alterations in which case Lessee(s) shall so remove same. Department shall have no obligations to reimburse Lessee(s) for all or any portion of the cost or value of any such alterations so surrendered to Department. Lessee(s) shall be responsible for any damage caused to the leased property for the removal of such alterations at Department's demand.

18) TERMINATION: This lease shall be subject to cancellation or termination by either party at any time during the term hereof by giving the other party notice in writing at least _____ days next prior to the date when such termination shall become effective. The Department will refund to Lessee(s) any unused rent upon termination by either party prior to the Lease expiration date in Clause 2.

19) VACATING THE PROPERTY: At the expiration of the term, or any sooner termination of this lease, Lessee(s) agrees to quit and surrender possession of the property and its appurtenances to Department in as good order and condition as the property was delivered to the Lessee(s). Prior to the expiration of the term, or any sooner termination of this lease, Lessee(s) shall notify Department to perform a move-out inspection. Lessee(s) agrees to reimburse the Department for any damage done to the property caused by Lessee(s) occupation or tenancy excepting reasonable wear and tear and damage by the elements. Lessee(s) shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Lessee(s) will pay Department any removal costs incurred by Department. On the date the property is vacated, Lessee(s) agrees to deliver the property keys to the Department in person or at: _____.

20) RELOCATION PAYMENT: Lessee(s) acknowledges the following: Lessee(s) commenced occupancy of the premises after Department acquired title to it, Department acquired the premises for a public project, Lessee(s) may be required to vacate the premises to allow construction of the public project, and Lessee(s) is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Government Code, Section 7260, et seq.; 42 United States Code, Section 4601, et seq.)

- 21) POSSESSORY INTEREST:** Tax bills inadvertently received by Lessee(s) should be forwarded to Department for processing.
- 22) RIGHT OF ENTRY:** Lessee(s) shall permit Department or its authorized agent to enter into and upon the property, with or without the Lessee's presence, during normal business hours, subject to a twenty-four hour (24-hour) notice, for the following purposes: performing routine inspections, maintaining the property, installing protective or conservation devices and for showing the property to prospective purchasers and/or lessees. Department reserves its right, without notice, to enter property in case of emergency or to prevent imminent harm to persons or property.
- 23) INSURANCE:** Department is self insured and will not keep the property insured against fire or any other insurable risk, and Lessee(s) will make no claim of any nature against Department by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.
- 24) LIABILITY AND PROPERTY DAMAGE INSURANCE:** Lessee(s) shall, at Lessee's expense, take out and keep in force during the full term of the tenancy:

General liability insurance providing coverage in the amount of one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Liability combined, in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of, or resulting from, any and every cause occurring in or about the property which is the subject of this lease, including any and all claims, suits or actions for damage to vehicles on the property.

With respect to third-party claims against Lessee(s), Lessee(s) waives any and all rights to any type of express or implied indemnity against Department, its officers or employees.

It is the intent of the parties that Lessee(s) will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of Department, Lessee(s), the officers or employees of either of these, other than the sole negligence of Department, its officers and employees.

Nothing in this lease is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision

of the lease intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name Department as an additional insured and shall inure to the contingent liabilities, if any, of Department and the officers, agents and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Lessee(s) shall furnish to Department either a certified copy of each and every such policy or a fully executed "CERTIFICATE OF INSURANCE WITH ENDORSEMENT FOR LEASE OF STATE-OWNED PROPERTY" within not more than ten (10) days after the effective date of the policy. Lessee(s) agrees that if Lessee(s) does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this lease.

25) INDEMNIFICATION: Lessee(s) shall indemnify, defend, and hold the Department, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Lessee(s), notwithstanding Department's, its officers', agents' and employees' active or passive negligence, and/or regarding all acts and omission, including but not limited, to the willful misconduct or negligence of the Lessee(s).

Further, it is the parties' intent that the indemnity provisions stated herein, apply to losses resulting from Lessee's negligence or any cause other than the willful misconduct or sole negligence of Department, its officers, agents or employees.

26) HAZARDOUS MATERIALS: Hazardous materials are those substances listed in California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this lease, Lessee(s) shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee(s) cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

(Insert if appropriate): The following substances may be present on the leased premises, provided that they are contained and used in accordance with all applicable local, State and Federal laws and regulations: (If needed, add "as well as the requirements set forth below:")

(List) (special quantity, storage, container, etc., requirements)

(If appropriate): Where hazardous waste is generated on site, the facility must be fully permitted by the California Department of Health Services, and all conditions of the permit must be complied with.

Breach of any of these covenants, terms, and conditions shall give Department authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee(s) shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee(s) of the property. Lessee(s) shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee(s) shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.

(To be added where one or more underground tanks are located on property): Lessee(s) acknowledges receiving from Department a copy of Permit No. (s) _____ issued by (local agency), authorizing operation of the underground storage facility(ies) located on the leased premises, together with a copy of Sections 25286, 25294, 25295, 25298 and 25299 of the California Health and Safety Code. Lessee(s) hereby agrees to monitor the underground storage tank(s) as set forth in said permit(s) and agrees to abide by all local, State and Federal regulations governing underground storage tanks for hazardous materials/hazardous wastes.

27) WATER POLLUTION CONTROL: Lessee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Lessee shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Lessee shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s), attached hereto as Exhibit ___ and incorporated herein by this reference, for: _____ [RW instructions - Insert title of applicable Fact Sheet(s) from the RW Property Management and Airspace Storm Water Guidance Manual - e.g., parking lot, retail, nursery, storage, etc. Attach Fact Sheet(s) to lease.] _____.

Lessee shall identify any other potential sources of storm water and non-storm water pollution resulting from Lessee's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right-of-Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office or online at the [RW Storm Water website](#). In the event of conflict between the attached Fact Sheet(s) and this Lease, this Lease shall control.

Lessee shall provide Department with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of regulated SIC codes may be found at the [State Water Resources Control Board \(SWRCB\)'s website](#). Other SIC codes may be found at the [US Labor Department's website](#).

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing of sewer systems, storm drains, or watercourses on the premises.

28) INDUSTRIAL GENERAL PERMIT: For any activities conducted on the lease premises listed in Attachment A to General Permit Order 2014-0057-DWQ (Industrial General Permit) issued by the State Water Resources Control Board (SWRCB), Lessee shall develop, implement and maintain a Storm Water Pollution Prevention Plan (SWPPP) covering those activities. Information on the Industrial General Permit is electronically available at the [SWRCB website](#). Lessee

will address storm water and water quality protection by implementing appropriate best management practices (BMPs) described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to the Department and also maintained on the lease premises.

Lessee shall also provide a copy of the following: Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB; Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number; and Notice of Termination (NOT), if applicable. Lessee is solely responsible for compliance with the General Industrial Permit.

Lessee(s) is solely responsible for compliance with the Industrial General Permit and SWPPP and shall indemnify, defend, and hold Department, its officers, agents, and employees harmless from all responsibility, liability, and claims for damages resulting from the performance or nonperformance of Lessee(s) obligations under the Industrial General Permit and SWPPP.

- 29) WAIVER:** If any part of this Lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Department, the remaining portions of this lease shall remain in full force and effect. Department's receipt of rent with the knowledge of any breach of a provision of this lease shall not constitute a waiver of such breach.
- 30) AMENDMENTS:** The terms of the lease may be, in writing, amended, revised, altered, or changed, by mutual consent of the parties hereto upon thirty (30) days' written notice. Any amendment, revision, alteration, or change shall operate with the same force and effect as the original agreement.
- 31) PREVIOUS AGREEMENTS:** Any existing lease or rental agreement between Lessee(s) and Department (or its predecessor in interest) covering this property are terminated as of the effective date of this lease.
- 32) LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 33) HOLD OVER:** Should Lessee(s) hold over after the expiration of the term of this lease with Department's consent, express or implied, the tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this lease so far as applicable.
-

34) NONDISCRIMINATION: The Lessee(s), for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee(s) shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee(s) also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the leasing and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.

35) ENCUMBRANCES: Lessee(s) shall not encumber the rented premises in any manner whatsoever.

36) ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.

37) POSTING OF PROPERTY: Department or its agents shall at all times have the right to serve or to post thereon any notice required or permitted by law for protection of any right or interest of the Department.

38) HEADINGS: The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

39) COUNTERPARTS: This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied

signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Department and Lessee intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO IMMEDIATELY TERMINATE THIS LEASE.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Lessee's Name)

(Type Lessee's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

(OPTIONAL CLAUSES TO BE USED AS NEEDED)

1) (To be used per Section 11.04.03.00 - Lease Term)

CPI ESCALATION CLAUSE: The monthly rent provided for in lease clause _____ shall be subject to adjustment at the commencement of the _____ year of the term and every _____ year(s) thereafter, as follows:

The base for computing the adjustment is the Consumer Price Index for All Urban Consumers for _____, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the period two months prior to the date of the commencement of the term ("Beginning Index"). If the Index published for the period two months prior to the adjustment date ("Adjustment Index") has increased over the Beginning Index, the monthly rent for the following _____ year period shall be set by multiplying the monthly rent set forth in lease clause _____ by a fraction, the numerator of which is the Adjustment Index and denominator of which is the Beginning Index. In no case shall the adjusted monthly rent be less than the monthly rent set forth in lease clause _____.

If the Index is changed so that the base year differs from that used as of the period two months prior to the date on which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. In the event Department and Lessee(s) fail to agree on the selection of a replacement price index, the selection of the same shall be determined by the Presiding Judge of the Superior Court of the State of California in _____ County, and his decision shall be final and conclusive upon the parties.

*U.S. City Average, San Francisco/Oakland, San Diego or Los Angeles/Long Beach-whichever is most appropriate.

2) LEVEL OR GRADUATED RENT ESCALATION CLAUSE (Insert as Clause 3) (RENT)

Lessee(s) shall pay the rent monthly, in advance, on the _____ day of each month during said term, in lawful money of the United States, as follows:

- (when flat rate for full term of lease):
\$_____ per month (year) from _____ through _____
- (when provisions for annual step increases):
\$_____ per month (year) from _____ through _____
(use additional lines as necessary).

[**NOTE:** In case subletting is permitted, the agent will rewrite Clause 16 accordingly and add optional Clause 2 (below) to Clause 16 if human habitation is permitted. Also add optional Clause 3 (below) as a separate clause.]

3) (To be added to Lease Clause 12, Assignment and Subletting, only where human habitation is permitted)

In the event the terms of this lease permit the subletting of portions of the property herein for human habitation, then Lessee(s) covenants and agrees to assume all the obligations and conditions to any subtenants, within the meaning of Sections 1941 and 1942 of the Civil Code.

Lessee(s) specifically waives as an obligation of Department the provisions of Sections 1941 and 1942 of the Civil Code, which read as follows:

“**1941.** The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidation's thereof, which render it untenable, except as are mentioned in Section 1929.”

“**1942.** (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidation rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure greater than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law."

Lessee(s) shall provide a copy of the Sublease to Department.

Lessee(s) shall pay to Department an amount equal to fifty percent (50%) of any and all consideration, whether in present payments or future payments, which Lessee(s) receives from a Subtenant, per square foot of subleased area, in excess of the amount of the amount of rent Lessee(s) is obligated to pay, per square foot of leased area, under this Lease.

4) (To be added where subleasing is permitted) Clause 12

SUBTENANT REQUIREMENT: In the event the terms of this Lease specifically permit subletting of all or a portion of the property herein, the following shall apply:

- a) Lessee(s) is required to furnish each new Subtenant with two copies of Department's form notice advising that no relocation payments will be made. Subtenant(s) will sign one copy and return it to Department.
 - b) Lessee(s) to provide Department with a listing of all subtenants as required by Department.
 - c) Lessee(s) shall provide Department with the Standard Industrial Classification (SIC) code applicable to subtenant's facilities and activities on the premises.
 - d) If subtenant's activities conducted on the premises are listed in Attachment A of General Permit Order 2014-0057-DWQ (Industrial General Permit) issued by the State Water Resources Control Board (SWRCB), Lessee shall provide Department with a copy of the following documents pertaining to subtenant's activities: Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB; Receipt Letter from SWRCB showing
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Waste Discharge Identification (WDID) Number; Storm Water Pollution Prevention Plan (SWPPP), including any updates; and Notice of Termination (NOT), if applicable. A copy of subtenant's SWPPP shall be maintained on the subleased premises.

- e) Lessee shall ensure that storm water best management practices (BMP) applicable to subtenant's activities are implemented and maintained on the premises.

(Add the following subsection where there are inherited Tenants. See Exhibit 11-EX-23, page 6, for example of Exhibit A.)

- f) It is specifically agreed and understood that Lessee(s) shall not terminate the tenancy of the named Tenants in Exhibit A, which is hereby made a part of this Lease, without Department's written approval, and will notify Department when said Tenants named in Exhibit A vacate the premises.
- g) Lessee(s) shall provide a copy of the Sublease to Department.
- h) Lessee(s) shall pay to Department an amount equal to fifty percent (50%) of any and all consideration, whether in present payments or future payments, which Lessee(s) receives from a Subtenant, per square foot of subleased area, in excess of the amount of the amount of rent Lessee(s) is obligated to pay, per square foot of leased, under this Lease.

5) (To be included in all agreements for residences constructed prior to 1978)

LEAD-BASED PAINT: This property was constructed prior to 1978 and may contain lead-based paints that may pose a serious health hazard, especially to children and pregnant women. A government pamphlet, "Protect Your Family from Lead in Your Home," explaining the potential health hazards resulting from exposure to such lead-based paint and the precautions you should take to avoid such health hazards, is attached and incorporated for your use.

_____ (Initial) Tenant acknowledges that they received the pamphlet.

- 6) OFFSETS:** It is understood and agreed that in consideration of a rental offset of an amount not to exceed \$_____, Lessee(s) agrees to: *(Describe work to be done in detail).*

Lessee(s) shall secure paid itemized bills covering materials used for the authorized work and forward them to the Department at the address specified in Clause 10, Notices, of this Lease. Credit will only be allowed for the actual amount of the paid bills not to exceed the amount specified above. Lessee(s) will be paid for materials only and will not be paid for his/her labor or for the

purchase of tools. Lessee(s) may not hire a third party contractor to perform the authorized work unless prior written permission from the Department is obtained.

[RW instructions - If rental offset work involves an *outdoor* activity that has the potential to pollute storm water, insert following sentence and attach appropriate Stormwater Pollution Prevention Fact Sheet (e.g., Trash Removal, General Maintenance, etc.) from the RW Property Management and Airspace Storm Water Guidance Manual - otherwise delete.]

In performing the work described above, Lessee shall implement best management practices shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: _____.

It is further agreed that said work would be completed and paid bills received by the Department prior to _____, and that the rental credit will only be granted after inspection by the Department, of the completed work.

7) To be added for Commercial Property Leases:

CASp: California Civil Code Section 1938 requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. Tenant is hereby advised that the Premises have NOT been inspected by a CASp.

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.

Any CASp inspection shall be conducted in compliance with reasonable rules in effect at the Premises with regard to such inspections and shall be subject to Landlord's prior written consent. Tenant shall be responsible for all costs associated with a CASp inspection. Landlord shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards.

8) (Replaces the LIABILITY AND PROPERTY DAMAGE INSURANCE clause when Lessee(s) is self-insured)

LIABILITY AND PROPERTY DAMAGE INSURANCE: Lessee(s) will self-insure during the entire term of the within tenancy and hold harmless Department, its officers, agents, and employees from all claims, suits or actions of every name, kind, and description, brought forth or on account of injuries to or death of any person or damage to property, including any claims, suits or actions for damage to vehicles on the property which is the subject of this lease, occurring in, or about said property.

With respect to third-party claims against the Lessee(s), the Lessee(s) waives any and all rights to any type of expressed or implied indemnity against the Lessor, its officers or employees.

Nothing in this lease is intended to make the public or any member thereof a third-party beneficiary hereunder, not is any term or condition or other provision of the lease intended to establish a standard of care owed to the public or any member thereof.

9) (Insert into RENT when rental rate is established prior to the Appraisal)

Lessee agrees that the rental rate of \$_____ per month/year set forth above is an interim rate for a period of at least six (6) months. The lessor will obtain an appraisal of the fair market rent for the leased property. Lessee agrees that lessor may adjust the rental rate based on the market rent appraisal by giving lessee sixty (60) days' prior written notice.

10) INVENTORY: Lessee(s) acknowledges the premises are furnished in accordance with the attached inventory, Attachment _____, by initialing here: _____ (Initials).

AGRICULTURAL LEASE AGREEMENT

Tenancy Number _____

THIS LEASE is made and entered into this _____ day of _____, _____, at _____, California, by and between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Lessee(s), whose address is _____, California.

WITNESSETH

1) DESCRIPTION: Department, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee(s), and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee(s) that certain property in the County of _____, State of California, containing _____ acres, more or less, and legally described as follows:

Including the following improvements: (use attachment)

A visual representation of the lease area is indicated on the aerial map attached hereto as Exhibit ___ and incorporated herein by this reference.

2) TERM: This Lease shall be for a term of _____ (___) years, commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, with the right of cancellation and termination in both Department and Lessee(s) as hereinafter set forth.

3) RENT: The rent shall be paid by the Lessee(s) monthly, in advance, on the first (1st) day of each month during said term, in lawful money of the United States, as follows:

or

The rent shall be paid by Lessee(s) annually, in advance, on the first (1st) day of the month identified in Clause 2 during said term, in lawful money of the United States, as follows:

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

4) RECEIPT OF MONIES PAID: Department acknowledges receipt of monies paid by Lessee(s) in the amount of \$_____, for the following purposes:

Rent	\$	_____
Security	\$	_____

5) SECURITY DEPOSIT: Lessee(s) shall deposit with Department \$_____ as a guarantee for faithful performance of the conditions of this Lease. Department may use such amounts as are reasonably necessary to remedy Lessee(s) default in the payment of rent; to repair damages caused by Lessee(s); and to clean the premises, if necessary, upon termination of tenancy. If used toward rent or damages during the term of tenancy, Lessee(s) agrees to reinstate said total security deposit upon five (5) days' written notice delivered to Lessee(s) in person or by mail. Department return any remaining portion of the security to Lessee(s) in accordance with California Civil Code Section 1950.7.

6) PAYMENTS: All rental payments shall be made payable to the Department of Transportation. Lessee(s) shall make payment to Department's mailing address or street location as indicated below:

Department of Transportation
 Attention: Cashier
 P.O. Box 168019
 Sacramento, CA 95816-8019
 Telephone
 Number: _____

Department of
 Transportation
 Attention: Cashier
 1820 Alhambra Boulevard,
 2nd Floor
 Sacramento, CA 95816

Lessee(s) shall include the complete Tenancy Number, __-____-____-__, on the check or other form of payment.

7) LATE PAYMENT CHARGE: Lessee(s) hereby acknowledges that Lessee's late payment to Department of rent and other sums due hereunder will cause Department to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee(s) shall not be received by Department within ten (10) days after such amount shall be due, Lessee(s) shall pay to Department a late charge of \$_____. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late

charge represents a fair and reasonable estimate of the costs Department will incur by reason of late payment by Lessee(s). Department's acceptance of such late charge shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.

8) DISHONORED CHECK CHARGE: Lessee(s) hereby agrees:

- a) That Lessee(s) shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.
- b) That if Lessee(s) has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Lease.

9) UTILITIES: Lessee shall pay when due all utility and other charges accruing or payable, including utility deposits, in connection with Lessee(s) use of the property during the term of this lease. Lessee(s) shall contact utility providers to request that utility service be established in Lessee's name by _____, _____. In the event Lessee(s) fails to establish service in Lessee(s) name by above-mentioned date, this Lease will be terminated.

If the Department is paying any or all utility charges, and passing those costs on the Lessee(s), the Department will review the utility charges at least annually, or more often if needed, and with a sixty-day (60-day) notice adjust the amount being charged to Lessee(s) for utilities accordingly.

10) NOTICES: All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To Lessee(s) at the above-stated and to Department at:

Department of Transportation

(Address)

(Telephone Number)

The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall

preclude the giving of notice by personal service. Department shall also be able to serve notices by posting and subsequent mailing to Lessee(s).

11) USE: Lessee(s) shall use the property for the following purposes only:

- a) _____
_____.
- b) Lessee(s) shall not commit, suffer, or permit any waste on said property.
- c) Lessee(s) shall comply with all Federal, State, and local laws and ordinances concerning said property and the use thereof.
- d) Lessee(s) shall cultivate, irrigate, fertilize, prune, and otherwise farm the property in accordance with approved practices of good husbandry and in accordance with the standard farming practices of the vicinity, and to keep any buildings, fences, irrigation or other farming facilities on the property in good repair.
- e) Lessee(s) shall not permit hunting on the premises.
- f) Lessee shall not allow vehicle or equipment washing, fueling, maintenance or repair on the property, unless separately authorized by this lease agreement for industrial activity.

12) ASSIGNMENT AND SUBLETTING: Lessee(s) shall not assign or sublet this lease without Department's written consent. The Department has not consented to any assignments or sublets as of the effective date of this lease.

Any request by Lessee(s) to assign this lease shall be subject to the following:

- a) An assignment will only be allowed to a person or entity of equal or greater financial responsibility than Lessee(s).
- b) The proposed use must be the same or similar to that employed by Lessee(s).
- c) A written application from the proposed assignee is required. Lessee(s) will pay all charges incurred for verifying information in the application process.
- d) Department has the right to raise the rent to current market value upon Lessee's exercise of a right to assign.
- e) Assignment does not relieve the Lessee(s) of any duties or obligations under the lease.
- f) Any assignment is not deemed a consent to any subsequent assignment.

(NOTE: See *optional* Clause 3 if subletting is permitted.)

- 13) MAINTENANCE:** Lessee(s) shall keep property in a neat, clean, and orderly condition at all times during occupancy, including watering of shrubs and lawns (if applicable), and shall not permit rubbish, weeds, garbage, etc., to accumulate at any time. Lessee(s) shall not permit or allow any graffiti to be placed upon or remain upon any surface located on the leased property for longer than 48 hours.
- 14) CONDITIONS AND REPAIRS:** Lessee(s) shall not call on Department to make any improvements or repairs on the property of any nature whatsoever and agrees to keep the same in good order and condition at Lessee's own cost and expense.
- 15) ALTERATIONS:** Lessee(s) shall not make or suffer any alteration to be made in or on the property without Department's written consent.
- 16) OWNERSHIP OF IMPROVEMENTS:** All alterations made or added to the leased property by Lessee(s) pursuant to Clause 15, except the Lessee(s) inventory, equipment, and trade fixtures, shall be deemed real property and a part of the leased property, but shall remain the property of the Lessee during the term of this lease. Lessee hereby covenants and agrees not to grant a security interest in any such items to any party other than Department. Any such alterations shall not be removed from the leased property during the term of this lease without Department's prior written consent. At the expiration of the term, or any sooner termination of this lease, all such alterations other than Lessee(s) inventory, equipment, and trade fixtures, shall automatically become property of Department and shall be surrendered to Department as part of the leased property unless Department shall require Lessee(s) to remove any such alterations in which case Lessee(s) shall so remove same. Department shall have no obligations to reimburse Lessee(s) for all or any portion of the cost or value of any such alterations so surrendered to Department. Lessee(s) shall be responsible for any damage caused to the leased property for the removal of such alterations at Department's demand.
- 17) TERMINATION:** This lease shall be subject to cancellation or termination by either party at any time during the term hereof by giving the other party notice in writing at least _____ days next prior to the date when such termination shall become effective. The Department will refund to Lessee(s) any unused rent upon termination by either party prior to the Lease expiration date in Clause 2.
- 18) RELOCATION PAYMENT:** Lessee(s) acknowledges the following: Lessee(s) commenced occupancy of the premises after Department acquired title to it, Department acquired the premises for a public project, Lessee(s) may be required to vacate the premises to allow construction of the public project, and Lessee(s) is not entitled to receive any payments under either the State or the
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Federal Uniform Relocation Assistance Act. (Government Code, Section 7260, et seq.; 42 United States Code, Section 4601, et seq.)

19) VACATING THE PROPERTY: At the expiration of the term, or any sooner termination of this lease, Lessee(s) agrees to quit and surrender possession of the property and its appurtenances to Department in as good order and condition as the property was delivered to the Lessee(s). Prior to the expiration of the term, or any sooner termination of this lease, Lessee(s) shall notify Department to perform a move-out inspection. Lessee(s) agrees to reimburse the Department for any damage done to the property caused by Lessee(s) occupation or tenancy excepting reasonable wear and tear and damage by the elements. Lessee(s) shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Lessee(s) will pay Department any removal costs incurred by Department. On the date the property is vacated, Lessee(s) agrees to deliver the property keys to the Department in person or at: _____.

20) POSSESSORY INTEREST: Tax bills inadvertently received by Lessee(s) should be forwarded to Department for processing.

21) RIGHT OF ENTRY: Lessee(s) shall permit Department or its authorized agent to enter into and upon the property, with or without Lessee's presence, during normal business hours, subject to a twenty-four hour (24-hour) notice, for the following purposes: routine inspections, maintaining the property, installing protective or conservation devices and for showing the property to prospective purchasers and/or lessees. Department reserves its right, without notice, to enter property in case of emergency or to prevent imminent harm to persons or property.

22) INSURANCE: Department is self-insured and will not keep the property insured against fire or any other insurable risk, and Lessee(s) will make no claim of any nature against Department by reason of any damages to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.

23) LIABILITY AND PROPERTY DAMAGE INSURANCE: Lessee(s) shall, at Lessee's expense, take out and keep in force during the full term of the tenancy:

General liability insurance providing coverage in the amount of one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Liability combined, in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and description brought forth, or on account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of, or resulting from, any and

every cause occurring in or about the property which is the subject of this lease, including any and all claims, suits or actions for damage to vehicles on the property.

With respect to third-party claims against Lessee(s), Lessee(s) waives any and all rights to any type of express or implied indemnity against Department, its officers or employees.

It is the intent of the parties that Lessee(s) will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of Department, Lessee(s), the officers or employees of either of these, other than the sole negligence of Department, its officers and employees.

Nothing in this lease is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of the lease intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name Department as an additional insured and shall inure to the contingent liabilities, if any, of Department and the officers, agents and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Lessee(s) shall furnish to Department either a certified copy of each and every such policy or a fully executed "CERTIFICATE OF INSURANCE WITH ENDORSEMENT FOR LEASE OF STATE-OWNED PROPERTY" within not more than ten (10) days after the effective date of the policy. Lessee(s) agrees that if Lessee(s) does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this lease.

24) INDEMNIFICATION: Lessee(s) shall indemnify, defend, and hold the Department, its officers, agents and employees harmless from and against any loss, cost, or expense, including, but not limited to, attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Lessee(s), notwithstanding Department's, its officers', agents' and employees' active or passive negligence, and/or regarding all acts and omission, including but not limited, to the willful misconduct or negligence of the Lessee(s).

Further, it is the parties intent that the indemnity provisions stated herein, apply to losses resulting from Lessee's negligence or any cause other than the willful misconduct or sole negligence of Department, its officers, agents or employees.

25) HAZARDOUS MATERIALS: Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this Lease, Lessee(s) shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee(s) cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing and/or testing soils or underground tanks on the premises.

(Insert if appropriate): The following substances may be present on the leased premises, provided that they are contained and used in accordance with all applicable local, State and Federal laws and regulations: (If needed, add "as well as the requirements set forth below":)

(List) (special quantity, storage, container, etc., requirements)

(If appropriate): Where hazardous waste is generated on site, the facility must be fully permitted by the California Department of Health Services, and all conditions of the permit must be complied with.

Breach of any of these covenants, terms, and conditions shall give Department authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee(s) shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee(s) of the property. Lessee(s) shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee(s) shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or

use of hazardous materials on the premises during Lessee's period of use and possession.

(To be added where one or more underground tanks are located on property:) Lessee(s) acknowledges receiving from Department a copy of Permit No.(s) _____ issued by (local agency), authorizing operation of the underground storage facility(ies) located on the leased premises, together with a copy of Sections 25286, 25294, 25295, 25298 and 25299 of the California Health and Safety Code. Lessee(s) hereby agrees to monitor the underground storage tank(s) as set forth in said permit(s) and agrees to abide by all local, State and Federal regulations governing underground storage tanks for hazardous materials/hazardous wastes.

26) WATER POLLUTION CONTROL: Lessee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Lessee shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Lessee shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s), attached as Exhibit ___ and incorporated herein by this reference, for: _____ [RW instructions - Insert title of Fact Sheet, e.g., agricultural or animal handling areas. Fact Sheets are contained in the RW Property Management and Airspace Storm Water Guidance Manual. Attach Fact Sheet to lease.]_____.

Lessee shall identify any other potential sources of storm water and non-storm water pollution resulting from Lessee's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right-of-Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office or online at the [RW Storm Water website](#). In the event of conflict between the attached Fact Sheet(s) and this Lease, this Lease shall control.

Lessee shall provide Department with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of regulated SIC codes may be found at the [State Water Resources Control Board \(SWRCB\)'s website](#). Other SIC codes may be found at the [US Labor Department's website](#).

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing of sewer systems, storm drains, or watercourses on the premises.

- 27) INDUSTRIAL GENERAL PERMIT:** For any activities conducted on the lease premises listed in Attachment A to General Permit Order 2014-0057-DWQ (Industrial General Permit) issued by the State Water Resources Control Board (SWRCB), Lessee shall develop, implement and maintain a Storm Water Pollution Prevention Plan (SWPPP) covering those activities. Information on the Industrial General Permit is electronically available at the [SWRCB website](#). Lessee will address storm water and water quality protection by implementing appropriate best management practices (BMPs) described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to the Department and also maintained on the lease premises.

Lessee shall also provide a copy of the following: Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB; Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number; and Notice of Termination (NOT), if applicable. Lessee is solely responsible for compliance with the General Industrial Permit.

Lessee(s) is solely responsible for compliance with the Industrial General Permit and SWPPP and shall indemnify, defend, and hold Department, its officers, agents, and employees harmless from all responsibility, liability, and claims for damages resulting from the performance or nonperformance of Lessee(s) obligations under the Industrial General Permit and SWPPP.

- 28) WAIVER:** If any part of this Lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Department, the remaining portions of this lease shall remain in full force and effect. Department's receipt of rent with the knowledge of any breach of a provision of this lease shall not constitute a waiver of such breach.
- 29) AMENDMENTS:** The terms of the lease may be, in writing, amended, revised, altered, or changed, by mutual consent of the parties hereto upon thirty (30) days' written notice. Any amendment, revision, alteration, or change shall operate with the same force and effect as the original agreement.
- 30) PREVIOUS AGREEMENTS:** Any existing Lease or Rental Agreement between Lessee(s) and Department (or its predecessor in interest) covering this property are terminated as of the effective date of this Lease.
-

- 31) LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 32) HOLD OVER:** Should Lessee(s) hold over after expiration of the term of this Lease with Department's expressed or implied consent, the tenancy shall be deemed to be a tenancy only from year to year, subject otherwise to all of the terms and conditions of this Lease so far as applicable.
- 33) NONDISCRIMINATION:** The Lessee(s), for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee(s) shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- Lessee(s) also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.
- All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the leasing and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.
- 34) ENCUMBRANCES:** Lessee(s) shall not encumber the leased premises in any manner whatsoever.
- 35) ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.
-

- 36) POSTING OF PROPERTY:** Department or its agents shall at all times have the right to serve or to post thereon any notice required or permitted by law for protection of any right or interest of the Department.
- 37) HEADINGS:** The marginal or clause headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- 38) COUNTERPARTS:** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Department and Lessee(s) intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE THIS AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Lessee's Name)

(Type Lessee's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's
Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

OPTIONAL CLAUSES

1) (To be used per Section 11.04.03.00 - Lease Term)

CPI ESCALATION CLAUSE: The monthly rent provided for in lease clause _____ shall be subject to adjustment at the commencement of the _____ year of the term and every _____ year(s) thereafter, as follows:

The base for computing the adjustment is the Consumer Price Index for All Urban Consumers for _____, published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is published for the period two months prior to the date of the commencement of the term ("Beginning Index"). If the Index published for the period two months prior to the adjustment date ("Adjustment Index") has increased over the Beginning Index, the monthly rent for the following _____ year period shall be set by multiplying the monthly rent set forth in lease clause _____ by a fraction, the numerator of which is the Adjustment Index and denominator of which is the Beginning Index. In no case shall the adjusted monthly rent be less than the monthly rent set forth in lease clause _____.

If the Index is changed so that the base year differs from that used as of the period two months prior to the date on which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. In the event Department and Lessee(s) fail to agree on the selection of a replacement price index, the selection of the same shall be determined by the Presiding Judge of the Superior Court of the State of California in _____ County, and his decision shall be final and conclusive upon the parties.

*U.S. City Average, San Francisco/Oakland, San Diego or Los Angeles/Long Beach- whichever is most appropriate.

2) LEVEL OR GRADUATED RENT ESCALATION CLAUSE (Insert as Clause 3) (RENT)

Lessee(s) shall pay the rent monthly, in advance, on the _____ day of each month during said term, in lawful money of the United States, as follows:

- (when flat rate for full term of lease):
\$ _____ per month (year) from _____ through _____
- (when provisions for annual step increases):
\$ _____ per month (year) from _____ through _____
(use additional lines as necessary).

[**NOTE:** In case subletting is permitted, the agent will rewrite Clause 16 accordingly and add optional Clause 2 (below) to Clause 16 if human habitation is permitted. Also add optional Clause 3 (below) as a separate clause.]

3) (To be added where subleasing is permitted) Clause 12

SUBTENANT REQUIREMENT: In the event the terms of this Lease specifically permit subletting of all or a portion of the property herein, the following shall apply:

- a) Lessee(s) is required to furnish each new Subtenant with two copies of Department's form notice advising that no relocation payments will be made. Subtenant(s) will sign one copy and return it to Department.
 - b) Lessee(s) to provide Department with a listing of all subtenants as required by Department.
 - c) Lessee(s) shall provide Department with the Standard Industrial Classification (SIC) code applicable to subtenant's facilities and activities on the premises.
 - d) If subtenant's activities conducted on the premises are listed in Attachment A of General Permit Order 2014-0057-DWQ (Industrial General Permit) issued by the State Water Resources Control Board (SWRCB), Lessee shall provide Department with a copy of the following documents pertaining to subtenant's activities: Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB; Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number; Storm Water Pollution Prevention Plan (SWPPP), including any updates; and Notice of Termination (NOT), if applicable. A copy of subtenant's SWPPP shall be maintained on the subleased premises.
-

- e) Lessee shall ensure that storm water best management practices (BMPs) applicable to subtenant's activities are implemented and maintained on the premises.

(Add the following subsection where there are inherited Tenants. See Exhibit 11-EX-23, page 8, for example of Exhibit A.)

- f) It is specifically agreed and understood that Lessee(s) shall not terminate the tenancy of the named Tenants in Exhibit A, which is hereby made a part of this Lease, without Department's written approval, and will notify Department when said Tenants named in Exhibit A vacate the premises.

4) OFFSETS: It is understood and agreed that in consideration of a rental offset of an amount not to exceed \$_____, Lessee(s) agrees to: *(Describe work to be done in detail)*.

Lessee(s) shall secure paid itemized bills covering materials used for the authorized work and forward them to the Department at the address specified in Clause 10, Notices, of this Lease. Credit will only be allowed for the actual amount of the paid bills not to exceed the amount specified above. Lessee(s) will be paid for materials only and will not be paid for his/her labor or for the purchase of tools. Lessee(s) may not hire a third party contractor to perform the authorized work unless prior written permission from the Department is obtained.

[RW instructions - If rental offset work involves an *outdoor* activity that has the potential to pollute storm water, insert following sentence and attach appropriate Stormwater Pollution Prevention Fact Sheet (e.g., Trash Removal, General Maintenance, etc.) from the RW Property Management and Airspace Storm Water Guidance Manual - otherwise delete.]

In performing the work described above, Lessee shall implement best management practices shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: _____.

It is further agreed that said work would be completed and paid bills received by the Department prior to _____, and that the rental credit will only be granted after inspection by the Department, of the completed work.

5) INVENTORY: Lessee(s) acknowledges the premises are furnished in accordance with the attached inventory, Attachment _____, by initialing here: _____ (*Initials*)

6) (To be added when crops are affected by early termination) Clause 16

Should the Department require possession of all or any portion of the property prior to termination of the Lease, before crops growing on the property have matured to a degree suitable for harvesting, or before Lessee(s) has had, in the exercise of reasonable diligence, an opportunity to harvest the crops, then Department shall refund to Lessee(s) that portion of the current year's rent paid under this Lease prorated on an acreage basis to that portion of the property that Lessee(s) is unable to harvest due to Department's reentry.

7) PETS: No birds, animals, or other pets shall be kept on the premises without the Department's prior written consent.

The Department has approved no birds, animals, or other pets.

or

The Department has approved the following pets for occupancy on the property identified above:

Name: _____	Type: _____
Color: _____	Breed: _____
Size: _____	Age: _____

Pet Application has been completed and submitted to Department:

Yes No

Pet Application has been approved:

Yes No

Lessee(s) and Department have executed Pet Addendum: Yes No

Department has collected Pet Security Deposit: Yes No

Pet Insurance is required: Yes No

Lessee has submitted proof of Pet Insurance: Yes No NA

ADVERTISING STRUCTURE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, _____, at _____, California, by and between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Tenant, whose address is _____, for the rental of property owned by the Department. This property is presently occupied by Tenant's existing advertising structure(s) located at _____ and described as: (**number, type, size, illumination, etc.**)

A visual representation of the location is indicated on the aerial map attached hereto as Exhibit ___ and incorporated herein by this reference.

In consideration for the payment of the rent specified, the Department hereby rents the property to Tenant on the following covenants, terms, and conditions:

1) TERM: This lease shall be for a term of _____ (___) years, commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, with the right of cancellation and termination in both Department and Lessee(s) as hereinafter set forth.

2) RENT: The rent shall be paid by the Tenant annually, in arrears, payable within ten (10) days of each anniversary of the commencement date during said term, in lawful money of the United States, as follows:

Thirty percent (30%) of the annual net revenue of any kind generated by the use of the property including, without limitation, income from advertising or from allowing the use of the advertising structure(s) for the housing of unrelated types of telecommunications and other kinds of equipment. Tenant shall furnish Department a financial statement certified by Tenant's accountant as to the annual net revenue received. Tenant agrees to make available and submit to Department, for the Department's review and audit, all contracts, leases, invoices and other records that are relevant to the accurate determination of the annual rent for any advertising display to be carried on the advertising structure(s) or any other use of the advertising structure(s) during the term of this Agreement.

Annual net revenue shall be the difference between the gross revenue that the Tenant actually receives in a lease year and any commissions or fees that the Tenant actually pays to a bona fide independent advertising agency (i.e., an agency that is not owned or co-owned by the Tenant or otherwise affiliated with the Tenant) in connection with the messages displayed on the advertising structure(s) or any other use of the advertising structure(s). The amount of such a commission or fee shall not exceed sixteen and two-thirds percent (16 2/3%) of the revenue to which it relates.

3) PAYMENT: Tenant shall make payment to the Department's mailing address or street location as indicated below:

Department of Transportation
Attention: Cashier
P.O. Box 168019

Department of Transportation
Attention: Cashier
1820 Alhambra Boulevard, 2nd
Floor

Sacramento, CA 95816-8019
Telephone
Number _____

Sacramento, CA 95816

Tenant shall include the complete Tenancy Number, __-____-____-__, on the check or other form of payment.

4) LATE PAYMENT CHARGE: Tenant hereby acknowledges that late payment by Tenant to Department of rent and other sums due hereunder will cause Department to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Department within ten (10) days after such amount shall be due, Tenant shall pay to Department a late charge of \$_____. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Department will incur by reason of Tenant's late payment. Department's acceptance of such late charge shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.

5) DISHONORED CHECK CHARGE: Tenant hereby agrees:

a) That Tenant shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.

b) That if Tenant has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Agreement.

- 6) USE:** Tenant shall use that portion of the herein described real property (together with rights of ingress and egress) for the purpose of maintaining, repairing, altering, and reconstructing the existing structure(s) at Tenant's sole cost and expense. No structure(s) in addition to that now existing on the property shall be constructed or placed thereon, nor shall any alteration or reconstruction of such existing structure(s) result in one of larger dimensions. Tenant shall comply with all governmental laws, rules, and regulations. Tenant shall not use said advertising structure(s) for the housing of unrelated types of telecommunications and other kinds of equipment without prior written consent of Department. Tenant agrees not to contract for any advertising display on the advertising structure(s) for any firm or product that is distasteful or offensive; Department shall have the right to approve any and all advertising or other use of the advertising structure(s). The advertising structures shall always be in compliance with and permitted by the Department's Traffic Operations Outdoor Advertising Office.
- 7) MAINTENANCE:** Tenant shall maintain the advertising structure(s) and their immediate surroundings in a neat, clean, and attractive appearance, and shall not allow the advertising structure(s) to fall into disrepair. Tenant shall not permit or allow any graffiti to be placed upon any surface of the advertising structure(s) for longer than 48 hours.
- 8) UTILITIES:** Tenant shall pay all electricity and utility costs in connection with the advertising structure(s), including any and all costs of installation. Tenant shall obtain prior written consent from Department, and Department shall approve of all installation plans, prior to installation of any utilities. Tenant shall relocate, at its sole cost and expense, any utility lines in order for Department to utilize or improve remainder of Department's property.
- 9) HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment. Except as otherwise permitted in this Agreement, Tenant shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.
-

In no case shall Tenant cause or allow the deposit or disposal of any such substance on the property. However, household products necessary for routine cleaning and maintenance of the property may be used on the premises. Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

- 10) WATER POLLUTION CONTROL:** Tenant shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Tenant shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Tenant shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet for Sign Boards and Billboards. Tenant shall identify any other potential sources of storm water pollution resulting from Tenant's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet for Sign Boards/Billboards, and shall implement additional BMPs to prevent pollution from those sources.

[RW instructions - Attach Storm Water Fact Sheet for Sign Boards/Billboards to Agreement. Fact sheet is in the RW Property Management and Airspace Storm Water Guidance Manual.]

Additional BMPs may be obtained from the Right-of-Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office or online at the [RW Storm Water website](#). In the event of conflict between the attached Fact Sheet and this Agreement, this Agreement shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

- 11) TERMINATION:** Either party may terminate this Agreement upon _____ days' written notice, and in the event of termination, unearned rent paid by Tenant shall be refunded. Upon termination, Tenant shall remove the structure(s), at Tenant's sole cost and expense, from the property and surrender the property to the Department. If the structure(s) is/are not removed within ten (10) days after date of termination, it shall become the property of the Department to dispose of as it sees fit. Tenant shall reimburse Department for all costs and expenses associated with the disposal of the advertising structure(s). It is mutually understood that the Tenant is not waiving any rights to compensation for structure removal.
- 12) NONLIABILITY OF DEPARTMENT:** Tenant shall protect, indemnify, and hold Department's officers and employees harmless from all claims for damages to persons or property by reason of the location or maintenance of Tenant's agents, employees or workers.
- 13) SUBLETTING:** Tenant shall not assign, sublet or otherwise transfer this Agreement, or any portion thereof, without first obtaining the Department's written consent. The Department has not consented to any assignments or sublets as of the effective date of this Agreement.
- 14) PREVIOUS AGREEMENTS:** This Agreement shall cancel and terminate any existing Agreement between Tenant and Department (or its predecessor in interest) as of the effective date of this Agreement.
- 15) POSSESSORY INTEREST:** The Tenant's interest is subject to a possessory interest tax (tax) that may be imposed by the City or County. However, the Department is required to pay any such tax directly to the City or County on the Tenant's behalf. The amount of rent charged the Tenant reflects the cost of this added responsibility to the Department.
- Tax bills inadvertently received by the Tenant should be forwarded to the Department for payment.
- 16) NONDISCRIMINATION:** The Lessee(s), for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee(s) shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
-

Lessee(s) also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the leasing and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.

17) NOTICES: All notices to be given to Tenant shall be delivered personally or by sending a copy through the mail addressed to Tenant at the above address. All notices to be given to the State shall be delivered personally or sent to the Department at _____ or such other place as the Department may hereafter designate in writing.

18) WAIVER: If any part of the Agreement is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by the Department, the remaining portions of this Agreement shall remain in full force and effect. The Department's receipt of rent with the knowledge of any breach of a provision of this Agreement shall not constitute a waiver of such breach.

19) HEADINGS: The marginal or clause headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

20) AMENDMENTS: The terms of this Agreement may be amended or revised at any time by written and signed memorandum between Tenant and the Department, and said memorandum shall become a part of the original Agreement and shall operate with the same force and effect as the original Agreement.

21) LITIGATION COSTS: In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable Attorney's Fees in addition to costs and necessary disbursements.

22) COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. Department and Tenant intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on telecopied or electronic mailed signatures.

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE THIS AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's
Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

RENTAL AGREEMENT AMENDMENT

DISTRICT AND TENANCY NUMBER: __-____-____-__

THIS RENTAL AGREEMENT AMENDMENT is made this _____ day of _____, _____, at _____, California, between the landlord, the State of California, Department of Transportation (Department), and the undersigned (Tenant).

WITNESSETH

WHEREAS, Department and Tenant did on the _____ day of _____, _____, enter into that certain Rental Agreement identified as Tenancy No. _____, covering property described in said Rental Agreement, the term of which continues on a month-to-month basis.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Department and the Tenant that the Rental Agreement referred to above shall be amended to reflect a rental rate increase from \$_____ to \$_____ per month, effective _____, _____.

FURTHERMORE, the first paragraph of said Rental Agreement is hereby modified as follows:

“...and thereafter at the rate of \$_____ a month, payable monthly in advance on the first day of each month beginning _____, _____.”

All other terms and conditions of said Rental Agreement and subsequent amendments thereto shall remain unchanged.

This Rental Agreement Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Rental Agreement Amendment. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called “pdf” format may be used in place of original signatures on this Rental Agreement Amendment. Department and Tenant intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Rental Agreement Amendment based on telecopied or electronic mailed signatures.

RENTAL AGREEMENT AMENDMENT (Cont.)

EXHIBIT
11-EX-E (REV 1/2021)
Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this Rental Agreement Amendment the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

APPROVAL RECOMMENDED

By _____
*(Type Right of Way Agent's
Name)*
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

RENTAL OFFSET AGREEMENT

DISTRICT AND TENANCY NUMBER: __-____-____-__

THIS RENTAL OFFSET AGREEMENT is made this _____ day of _____, _____, at _____, California, between the landlord, the State of California, Department of Transportation (Department), and the undersigned (Tenant).

It is understood and agreed upon that in consideration of a rental offset (credit), an amount not to exceed \$_____, Tenant agrees to:

(give a detailed description of the work to be performed)

If offset amount is not based on a firm written bid, Tenant shall secure PAID bills covering the work specified above. Tenant shall furnish the Department, by mail or in person, said PAID bills. The offset will only be allowed for the actual amount of the PAID bills.

It is further agreed upon, that said work will be completed and PAID bills furnished to the Department no later than _____(date). The rental offset will not be granted until the Tenant completes the work and the Department approves the completed work.

This Rental Offset Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Rental Offset Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Rental Offset Agreement. Department and Tenant intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Rental Offset Agreement based on telecopied or electronic mailed signatures.

RENTAL OFFSET AGREEMENT (Cont.)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

INSPECTED AND APPROVED

(Type Right of Way Agent's Name)
Property Management

Date: _____

LEASE RENEWAL

Tenancy No. _____

THIS LEASE RENEWAL made this _____ day of _____, _____, at _____, California, by and between the State of California, Department of Transportation, Department, and _____, Lessee.

WITNESSETH

WHEREAS, Department and Lessee did on the _____ day of _____, _____, enter into that certain lease agreement identified as Tenancy No. _____, covering land in the County of _____, State of California, commonly known as ____ (Street address, or geographic description) ____, as more particularly described in said lease, the term of which lease expires on the _____ day of _____, _____, and

WHEREAS, it is mutually desired and agreed to extend the lease for a further period of time,

NOW, THEREFORE, it is hereby mutually agreed to extend the term of said lease agreement for a period of _____ years commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, under the same terms, covenants and conditions contained in said lease agreement, except as modified by this instrument which said terms, covenants, and conditions are by this reference incorporated herein.

Sample Modification

- I. Clause 3 shall be amended as follows:
The rent shall be paid by the Lessee monthly, in advance, on the first (1st) day of the month identified in Clause 2 during said term, in lawful money of the United States, as follows:

\$1,000.00 per month during said term of the lease.

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

All other terms and conditions remain unchanged.

This Lease Renewal may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease Renewal. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease Renewal. Department and Lessee intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease Renewal based on telecopied or electronic mailed signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Renewal the day and year first above written.

By: _____

By: _____
(Title) (Lessee)

("Recommendations and Approval" to be Placed on Archive copy only--see Exhibit 11-EX-13.)

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

(Title) (Lessor)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular.

EMPLOYEE HOUSING RENTAL AGREEMENT

This RENTAL AGREEMENT is made this _____ day of _____, _____, by and between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Tenant, an employee of the Department.

- 1) DESCRIPTION:** The Department, in consideration of the payment of the rent hereinafter specified to be paid by the Tenant, payable in arrears by monthly salary payroll deduction or as otherwise herein specified, and the covenants and agreements herein contained, does hereby rent, demise, and let unto Tenant that certain property in the County of _____, State of California, the address of which is _____ and legally described as:

Including the following improvements:

- 2) RENT:** Rental of the property is on a month-to-month basis, and Tenant agrees to pay rent to the Department, in the amount of _____, in arrears, by monthly salary payroll deduction so long as tenancy continues, commencing DD/MM/YYYY. Once the tenant begins occupying the unit, he or she is responsible to pay his or her rent whether the State Controller's Office (SCO) commences the payroll deductions or not. Until such time as the SCO begins automatically deducting the rent from the tenant's paycheck, the tenant must tender a check to the District Right of Way Office for each month in arrears by the 10th day of the succeeding month.

Rent payable or refundable hereunder for any period less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month.

- 3) UTILITIES:** Tenant shall pay for all utilities, including utility deposits, except _____. Tenant shall contact utility providers to request that utility service be established in Tenant's name by _____, _____. In the event Tenant fails to establish service in Tenant's name by mentioned date, this tenancy will be terminated. Tenant shall pay promptly when due all utility bills that are the responsibility of the tenant and shall hold the Department harmless therefore. In the event property is on a common utility system, the monthly charges will be calculated in accordance with the California Code of Regulations, Title 2, Division 1, Chapter 3, Subchapter 1, Article 3, Section 599.642. Said charges will be added to the monthly rental billing and are in addition to the monthly rental rate.

In the event the Department pays any utility charge for this property, the Department will review the utility charges annually. Based on this review, the Department will charge Tenant an appropriate monthly portion, as above, commencing at \$_____ per month. The Department shall adjust the amount charged to Tenant's portion of the utilities in accordance with the Memorandum of Understanding between the State of California and the Tenant's Bargaining Unit with proper notice provided as required by State law.

- 4) LIMITS ON USE AND OCCUPANCY:** Tenant shall use the property for residential purposes only for the Tenant and the Tenant's family. The property may be occupied by the undersigned Tenant and the following family members:

Tenant shall not let, sublet, or assign the whole or any portion of the property or assign this tenancy to a third party; conduct any commercial business; or make or suffer any alteration in or on property without first obtaining authorized written consent of the Department. If the Department does consent to any business use, the Tenant shall not display any business signs on the property without obtaining prior written consent from the Department. Any approved commercial business must present current local business licensing to the Department before commencement of the activity. The Department has not consented to any sublet, assignment, any commercial business, or alteration as of the effective date of this Agreement.

Occupancy by guests for more than two weeks in any six-month period is prohibited without Department's prior written consent and will be considered a breach of this Agreement. The Department's written consent will be provided by Maintenance and Right of Way together.

- 5) **TERMINATION:** This Agreement shall be subject to cancellation and termination by either party at any time by giving the other party written notice. The Department shall give the Tenant a notice prior to the effective date of the termination as required by State law. The Tenant shall give the Department notice in compliance with California Civil Code, Section 1946.1 (b). Upon notice to vacate, Tenant agrees to leave the property in as good condition as it existed on the day possession of the property commenced, allowing for ordinary and normal usage during occupancy; and shall reimburse the Department for any damage done to property, caused by Tenant's occupation or tenancy, other than that due to normal use.
- 6) **GROUND FOR TERMINATION OF TENANCY:** Occupancy is subject to Tenant's continuing employment by the Department. Termination of the Tenant's employment by the Department is grounds for termination of the tenancy, with appropriate notice to the Tenant and procedure as required by State law.

The failure of the Tenant or Tenant's guest, invitee, or licensee to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to the Tenant and procedure as required by State law.

- 7) **RECEIPT OF MONIES PAID:** Department acknowledges receipt of monies paid by Tenant in the amount of \$_____, for the following purposes:

Rent	\$	_____
Security	\$	_____

- 8) **RENTAL RATE REVIEW:** The Department will review the rental rate annually. The Department shall adjust the amount charged for rent to Fair Market Value in accordance with the Memorandum of Understanding between the State of California and the Tenant's Bargaining Unit with proper notice provided as required by State law.
- 9) **MAINTENANCE:** Tenant shall keep the interior and exterior of the property in a neat, clean, and orderly condition at all times during occupancy, including mowing and watering of lawns and trimming and watering of shrubs and landscaped areas; and shall not permit rubbish, tin cans, garbage, etc., to accumulate at any time and shall comply with all State laws and local ordinances concerning property and the use thereof. Necessary yard tools will be furnished by the Tenant.
-

- 10) CONDITIONS-REPAIRS:** Department shall maintain the premises in habitable condition. Tenant shall keep the property, including provided furnishings and equipment, if applicable, in good order and condition and shall pay the Department promptly for any damages to the property, provided equipment or furnishings caused by the Tenant's negligence or misuse.

Tenant shall not damage, depreciate, alter, misuse, or commit waste on the property and may not paint or decorate the property, excluding ordinary wear and tear, without the Department's prior written consent. If Tenant damages the property, the Tenant shall pay all costs necessary to restore the property to its prior condition.

In the event habitability defects occur, Tenant shall promptly provide written notice to the Department of such defects. If the Department does not repair such defects within a reasonable time of not less than thirty (30) days after such written notice, Tenant(s) may make the repairs where the cost of such repairs does not exceed one month's rent.

If Tenant substantially contributes to the dilapidation of the premises, the remedy of "repair and deduct" referred to in the preceding paragraph is not available to Tenant.

Maintenance, repair, and inspection of protective devices such as burglar alarms, etc., installed on the rented property by the Tenant are the Tenant's responsibility and the Department assumes no responsibility for the functioning of said devices. Tenant must seek Department's permission prior to installing said devices.

- 11) SMOKE ALARM:** The property is equipped with a smoke alarm(s), approved, and listed by the State Fire Marshal. The alarm(s) was (were) tested and working properly at the time of initial occupancy as demonstrated by the Department's agent. The Department's agent explained the operation of the alarm(s) to the Tenant.

The Tenant assumes the responsibility to test the alarm(s) for proper operation at least once a week. The Tenant will report, in writing, any malfunction of the alarm(s) to the Department.

- 12) PETS:** No birds, animals, or other pets shall be kept on the premises without the Department's prior written consent.

The Department has approved no birds, animals, or other pets.

or

The Department has approved the following pets for occupancy on the property identified above: (Repeat this section for each animal approved to be kept on the premises.)

Name: _____ Type: _____
Color: _____ Breed: _____
Size: _____ Age: _____

Pet Application has been completed and submitted to Department: Yes No
Pet Application has been approved: Yes No
Tenant(s) and Department have executed Pet Addendum: Yes No
Pet Liability Insurance is required: Yes No
Tenant has submitted proof of Pet Liability Insurance: Yes No NA

13) PREVIOUS AGREEMENTS: Any existing lease or rental agreements between Tenant and the Department covering this property are terminated as of the effective date of this rental agreement.

14) INSURANCE: Department is self-insured and will not keep the property insured against fire or any other insurable risk, and Tenant will make no claim of any nature against Department by reason of any damage to Tenant's property in the event it is damaged or destroyed by fire or by any other cause.

Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant, guests or invitees caused by theft, fire, or any other cause. Department assumes no liability for any such loss. Department recommends that Tenant obtain a renter's insurance policy from a recognized insurance provider to cover Tenant's liability for personal property damage, and damage to the premises.

15) POSSESSORY INTEREST TAX: The Tenant's leasehold interest is subject to a possessory interest tax that the City or County may levy. The Tenant agrees to pay any possessory interest tax levied on such interest and to indemnify the Department from any damage or loss arising by reason of such tax. Any tax payment shall not reduce any rent due the Department under this agreement.

16) FRINGE BENEFIT TAXATION – FAIR MARKET RENT: The rental of Department's property may create an income tax liability for the Tenant under the Internal Revenue Service regulations.

The Department is required by the Internal Revenue Service regulations to deduct taxes from the employee's salary when the employee receives a fringe benefit. Unless the Department has determined that the Tenant meets the criteria for tax exemption, the difference between the actual rent paid and the fair market rent will be reported to the Internal Revenue Service as a fringe benefit and a tax deducted from Tenant's salary.

- 17) LITIGATION COSTS:** If a lawsuit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable Attorney's Fees in addition to costs and necessary disbursements.
- 18) VACATING THE PROPERTY:** On the date the property is vacated, Tenant agrees to deliver the property keys to the Department in person or at: _____.
- 19) NOTICES:** All Notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To the Tenant at the above-stated address and to Department at:

Department of Transportation

_____ (Name)

_____ (Address)

_____ (Address)

_____ (Telephone Number)

The address to which the notices may be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. The Department may also serve notices by posting the property and subsequent mailing to the Tenant.

- 20) RIGHT OF ENTRY:** Department or its authorized agent may enter into and upon the property, with or without the Tenant's presence, to make necessary or agreed repairs, alterations, decorations, or improvements; to supply necessary or agreed services; to inspect for waterbed violations; to show the property to contractors for repairs; to conduct an initial move-out inspection as provided by Civil Code Section 1950.5(f); and pursuant to court order or agreement with Tenant(s). Department will give Tenant(s) at least 24 hours' notice and will only
-

enter during regular business hours. When entry is for the purpose of an initial move-out inspection, the notice period will be 48 hours. Notices will include the purpose, date, and approximate time of the intended entry. Department reserves its right to enter, without notice and at any time, in case of emergency, to prevent imminent harm to persons or property, or when Tenant has abandoned or surrendered the property.

- 21) HAZARDOUS MATERIALS:** Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this Agreement, Tenant shall not use, create, store, or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Tenant cause or allow the deposit or disposal of any such substance on the property described in the Preamble. However, household products necessary for routine cleaning and maintenance of the property may be kept in quantities reasonable for current needs.

Department, its agents and contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

- 22) WATER POLLUTION CONTROL:** Tenant shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to any private or public storm water drainage systems. This may include but is not limited to: discharges of runoff containing chemicals, fuels, grease, oil, or other hazardous materials; discharges of pool or fountain water containing chlorine, biocides, or other chemicals and discharges of pool or fountain filter backwash water; discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; discharge of runoff from washing toxic materials from paved or unpaved areas; and discharge of materials such as litter, landscape debris, construction debris, or any federally banned pesticide.

In addition, Tenant shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and

other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Tenant shall implement best management practices (BMPs) shown in the attached Residential Stormwater Pollution Prevention Fact Sheet, attached hereto as Exhibit ___ and incorporated herein by this reference, applicable to Tenant's activities.

[RW instructions - Attach Residential Stormwater Pollution Prevention Fact Sheet to Agreement. Fact Sheet is in the RW Property Management and Airspace Storm Water Guidance Manual.]

In the event of conflict between the attached Fact Sheet and this Agreement, this Agreement shall control.

The Department, its agents and contractors, shall always have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

- 23) PROHIBITION AGAINST VIOLATING LAWS AND USING DISTURBANCES:** Tenant is entitled to quiet enjoyment of the property. Tenant and Tenant's guests or invitees will not use the property or adjacent areas in such a way as to: (1) violate any laws or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- 24) PENAL CODE SECTION 290.46 NOTIFICATION:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and Zip Code in which the offender resides.
-

25) BED BUG INFORMATION SHEET: As required by Civil Code Section 1954.603, the Department must provide written notice regarding general information about bed bug identification, behavior and biology, the importance of cooperation for prevention and treatment, and the importance of prompt written reporting of suspected infestations to the Department. An information sheet entitled, *Bed Bug Information Sheet*, is attached as Exhibit ___ and incorporated for Tenant's use.

_____ (Initial) Tenant acknowledges receipt of the *Bed Bug Information Sheet*.

26) FLOOD DISCLOSURE: Pursuant to California Government Code 8589.45, the Department shall disclose to the Tenant if the property is in a special flood area or an area of potential flooding if the Department has actual knowledge of that fact. The disclosure entitled, *Flood Disclosure Addendum*, is attached as Exhibit ___ and incorporated herein by this reference.

27) NONDISCRIMINATION: Tenant for itself, its heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that Tenant shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Tenant also agrees that in the event of breach of any of the above nondiscrimination covenants, the Department shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the renting and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.

28) WAIVER: If any part of this Agreement is invalid by reason of law or governmental regulation, or if any provision hereof is waived by the Department, the remaining portions of this Agreement shall remain in full force and effect.

- 29) HEADINGS:** The marginal or clause headings of this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.
- 30) AMENDMENT:** The terms of this Agreement may be amended or revised at any time by written and signed memorandum between Tenant and the Department and said memorandum shall become a part of the original Agreement and shall operate with the same force and effect as the original Agreement.
- 31) ENCUMBRANCES:** Tenant shall not encumber the rented premises in any manner whatsoever.
- 32) POSTING OF PROPERTY:** Department and its agents shall always have the right to serve or to post on the property any notice required or permitted by law for protection of any right or interest of the Department.
- 33) INDEMNIFICATION:** Tenant shall indemnify, defend, and hold the Department, its officers, agents and employees harmless from and against any loss, cost, or expense including, but not limited to attorney fees and court costs, resulting from any claim by any third party arising out of or connected to the actions of Tenant, notwithstanding the Department's, its officers', agents' or employees' active or passive negligence, and/or regarding any act or omission by Tenant, including but not limited, to willful misconduct or negligence.

Further, it is the parties' intent that the indemnity provisions stated herein apply to losses resulting from the Tenant's negligence or any cause other than the willful misconduct or sole negligence of the Department, its officers, agents, or employees.

- 34) COUNTERPARTS:** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. To expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. Department and Tenant(s) intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defense to the enforcement of the terms of this Agreement based on telecopied or electronic mailed signatures.
-

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, OR CONDITIONS SHALL GIVE THE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE THIS AGREEMENT.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

TENANT

By _____

Employee
Number _____

OPTIONAL CLAUSES

(TO BE INCLUDED IN ALL AGREEMENTS FOR RESIDENCES CONSTRUCTED PRIOR TO 1978)

1) LEAD-BASED PAINT:

This property was constructed prior to 1978 and may contain lead-based paint that may pose a serious health hazard, especially to children and pregnant women. A government pamphlet, "Protect Your Family from Lead in Your Home," explaining the potential health hazards resulting from exposure to such lead-based paint and the precautions you should take to avoid such health hazards, is attached, and incorporated for your use.

_____ (Initial) Tenant acknowledges that they received the pamphlet.

(TO BE USED AS NECESSARY)

2) RENTAL OFFSET: It is understood and agreed that in consideration of a rental offset of an amount not to exceed \$_____, Tenant(s) agrees to: *(Describe work to be done)*.

[RW instructions – If rental offset work involves an outdoor activity that has the potential to pollute storm water, insert following sentence and attach appropriate Stormwater Pollution Prevention Fact Sheet (e.g., Trash Removal, General Maintenance, etc.) from the RW Property Management and Airspace Storm Water Guidance Manual – otherwise delete.]

In performing the work described above, Tenant shall implement best management practices shown in the attached Stormwater Pollution Prevention Fact Sheet(s) for: _____.

Tenant(s) shall secure paid itemized bills covering materials used for the authorized work and forward them to the Department at the address specified in Clause 10, Notices, of this Agreement. Credit will only be allowed for the actual amount of the paid bills not to exceed the amount above. Tenant(s) will be paid for materials only and will not be paid for his/her labor or for the purchase of tools. Tenant(s) may not hire a third-party contractor to perform the authorized work unless prior written permission from the Department is obtained.

It is further agreed that said work will be completed and paid bills received by the Department prior to _____, and that the rental credit will only be granted after inspection, by the Department, of the completed work.

- 3) INVENTORY:** Tenant(s) acknowledges the premises are furnished in accordance with the attached inventory, Attachment _____, by initialing here:
_____ (*Initials*).

LEASE AGREEMENT AMENDMENT

DISTRICT AND TENANCY NUMBER: __-____-____-__

THIS LEASE AGREEMENT AMENDMENT is made this _____ day of _____, _____, at _____, California, between the landlord, the State of California, Department of Transportation (Department), and the undersigned (Tenant).

WITNESSETH

WHEREAS, Department and Tenant did on the _____ day of _____, _____, enter into that certain Lease Agreement identified as Tenancy No. _____, covering property described in said Lease Agreement, the term of which continues on a month-to-month basis.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Department and the Tenant that the Lease referred to above shall be amended to reflect a rate increase from \$_____ to \$_____ per month, effective _____, _____.

FURTHERMORE, the first paragraph of said Lease Agreement is hereby modified as follows:

“...and thereafter at the rate of \$_____ a month, payable monthly in advance on the first day of each month beginning _____, _____.”

All other terms and conditions of said Lease Agreement and subsequent amendments thereto shall remain unchanged.

This Lease Agreement Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease Agreement Amendment. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called “pdf” format may be used in place of original signatures on this Lease Agreement Amendment. Department and Tenant intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease Agreement Amendment based on telecopied or electronic mailed signatures.

LEASE AGREEMENT AMENDMENT (Cont.)

EXHIBIT
11-EX-K (NEW 11/2021)
Page 2 of 2

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement Amendment the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

APPROVAL RECOMMENDED

By _____
*(Type Right of Way Agent's
Name)*
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

WRITTEN NOTICE OF DENIAL

RW 11-04 (NEW 07/2021)

(Print on District Letterhead)

(Type Date)

Your application for tenancy with the Department of Transportation has been denied for the following reason(s):

- Property desired not suitable for intended use.
- Insufficient income.
- Insufficient employment information.
- Information on your credit report
- Other

If the denial is based on information on your credit report, you have the following rights:

- The right to obtain within sixty days (60 days) a free copy of your credit report from the consumer credit reporting agency utilized or from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.
- The right to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency. The agency must re-investigate within a reasonable time, free of charge, and remove or modify inaccurate information. If the reinvestigation does not resolve the dispute to your satisfaction, you may add your own "consumer statement" to the report, which must be included in future reports.

Name, address, and telephone number of consumer credit reporting agency utilized:

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

LEASE AGREEMENT AMENDMENT – REVENUE CLASS 42/REVENUE CLASS 43

DISTRICT AND TENANCY NUMBER: __-____-____-__

THIS AMENDMENT is made this _____ day of _____, _____, at _____, California, between the landlord, the State of California, Department of Transportation (Department), and the undersigned (Lessor).

WITNESSETH

WHEREAS, Department and Lessor did on the _____ day of _____, _____, enter into that certain Agreement identified as Tenancy No. _____, covering property described in said Agreement.

WHEREAS, the leased property is funded by tax measurement funds, and all income is distributed to the city and county after collection.

NOW, THEREFORE, it is hereby mutually understood and agreed by and between the Department and the Lessor the referred Agreement above shall be amended to reflect a revised term of month to month. The Lessor also acknowledges lease payments made, whether the required monthly advance or beyond the monthly advance, any lease payment paid will not be pro-rated nor refunded regardless of which party terminates the referred Agreement.

The Agreement Article ___ Section _____, is hereby modified as follows:

“...and thereafter at the rate of \$_____ a month, payable monthly in advance on the first day of each month beginning _____, _____. The Lessor acknowledges that any lease payments received will not be pro-rated nor refunded regardless of which party terminates the referred Agreement.”

“The refund provisions are no longer applicable or enforceable. The Lessor acknowledges this revision by signing this Amendment.”

All other terms and conditions of said Agreement and subsequent amendments thereto shall remain unchanged.

This Agreement Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement Amendment. In order to expedite the

**LEASE AGREEMENT AMENDMENT – REVENUE CLASS 42/
REVENUE CLASS 43 (Cont.)**

EXHIBIT
11-EX-06 (NEW 12/2022)
Page 2 of 2

transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called “pdf” format may be used in place of original signatures on this Agreement Amendment. Department and Lessor intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement Amendment based on telecopied or electronic mailed signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement Amendment the day and year first above written.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Signature
(Type Lessor’s Name)

Signature
(Type Lessor’s Name)

APPROVAL RECOMMENDED

By _____
Signature
(Type Right of Way Agent’s Name)
Property Management

Signature
(Type Supervisor’s Name)
(Type Supervisor’s Title)

(Print on District Letterhead)

(Type Date)

(File Reference)

To: *(Tenant's name, as listed in the current tenancy agreement)*
Tenant(s) in Possession

As you have given notice to the Department of Transportation (Department) to terminate your above-referenced tenancy on *(enter date)* , it is the responsibility of the Department to inform you that you are entitled to request an initial inspection of the property.

Under California Civil Code, Section 1950.5, if an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord must give at least 48 hours' prior written notice of the date and time of the inspection even if a mutually agreed upon time and date has been agreed upon.

The tenant and landlord may agree to forgo the 48-hour prior written notice by both parties signing a written waiver. The signing of this document by the parties or their agent(s) is intended as a waiver of the 48-hour prior written notice requirement under California Civil Code, Section 1950.5, and no other right or obligation of either party is thereby waived.

This Inspection Notice may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Notice. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Notice. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Inspection Notice based on such telecopied or e-mailed signatures.

Executed this _____ day of _____,
_____ at _____ (City) _____, California.

(Type Agent's Name)
Right of Way Agent

(Tenant)

(Tenant)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**INITIAL VACANCY INSPECTION AND
 STATEMENT OF PROPOSED SECURITY
 DEDUCTIONS**

CONFIDENTIAL
 This document contains
 personal information and
 pursuant to Civil
 Code 1798.21, it shall be kept
 confidential in order to
 protect against unauthorized
 disclosure.

EXHIBIT
 11-EX-06D
 (NEW 7/2005)
 Page 1 of 2

This INITIAL VACANCY INSPECTION AND STATEMENT OF PROPOSED SECURITY DEDUCTIONS form is for your protection, as well as the Department's. When the inspection has been completed, you will either receive a copy personally, or a copy will be left inside the property.

INITIAL VACANCY INSPECTION

TENANT	ADDRESS AND UNIT	ACCOUNT NO.		MOVE-OUT DATE
		PETS: No.	Kind	

ITEMS	CONDITION		ITEMIZED SECURITY DEDUCTIONS
	Satisfactory	Unsatisfactory	
EXTERIOR			
Walls and Windows			
Stairs and Porches			
Roof, Gutters and Downspouts			
Screens and Vents			
Garage, Garage Door and Driveway			
Other			
YARD			
Landscaping and Fencing			
Other			
INTERIOR			
Kitchen			
Walls and Ceilings			
Flooring and Baseboards			
Doors and Locks			
Fixtures and Appliances			
Electrical and Lighting			
Living, Dining and Family Rooms			
Walls and Ceilings			
Flooring and Baseboards			
Doors and Locks			
Electrical and Lighting			
Bedrooms			
Walls and Ceilings			
Flooring and Baseboards			
Doors and Locks			
Electrical and Lighting			
Bathrooms			
Walls and Ceilings			
Flooring and Baseboards			
Electrical and Lighting			
Fixtures			
Toilet and Shower			
Smoke Alarms Operable			
Heating and Thermostats			
Other			

STATEMENT OF PROPOSED SECURITY DEDUCTIONS

California Civil Code Section 1950.5 discusses landlord and tenant rights regarding security for a rental agreement for residential property that is used as the dwelling of the tenant. It provides in part:

(b) As used in this section, "security" means any payment, fee, deposit or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

- (1) The compensation of a landlord for a tenant's default in the payment of rent.*
- (2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.*
- (3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003.*
- (4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.*

(d) Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor of the landlord.

In compliance with the above statute, the following Statement is provided to Tenant to allow Tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. The Department may possess further rights to take deductions from the security not listed here. This statement does not limit or abridge the Department's rights in any manner.

ADDITIONAL COMMENTS: _____

Inspection report prepared by: _____

Dated: _____

LIABILITY, PROPERTY DAMAGE AND FIRE INSURANCE: Lessee shall, at Lessee's expense, take out and keep in force during the within tenancy:

- (A) General liability insurance in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person occurring in, or about, the property which is the subject of this lease in an amount of not less than \$500,000, to defend, indemnify and hold harmless the Department, its officers, agents and employees against all claims, suits or actions of one person and in the amount of not less than \$1,000,000 to defend, indemnify and hold harmless the Department, its officers, agents and employees against the claims, suits or actions of two or more persons resulting from any one accident; and
- (B) Property damage insurance or other insurance in a company or companies to be approved by the Department to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind and description brought forth or on account of damage to property incident to the use of or resulting from any and every cause occurring in or about the property which is the subject of this lease, including any and all claims, suits or actions for damage to vehicles on the property, in an amount not less than \$300,000 to defend, indemnify, and hold harmless the Department, its officers, agents and employees; or
- (C) Single limit coverage of not less than \$1,000,000 to protect, defend, indemnify, and hold harmless the Department, its officers, agents and employees from all claims, suits or actions of every name, kind and description brought forth or on account of injuries to or death of any person or damage to property including any claims, suits or actions for damage to vehicles on the property which is the subject of this lease occurring in or about said property.
- (D) Fire insurance on the buildings in an amount of not less than \$_____ against loss of the buildings by fire or other causes. The State of California shall be shown as a loss payee on said policy.

With respect to third-party claims against the Lessee, the Lessee waives any and all rights to any type of express or implied indemnity against the Department, its officers or employees.

It is the intent of the parties that the Lessee will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims,

suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Department, the Lessee, the officers or employees of either of these, other than the sole negligence of the Lessor, its officers and employees.

Nothing in this lease is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of the lease intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name the Department as an additional insured and shall inure to the contingent liabilities, if any, of the Department, and the officers, agents, and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than fifteen (15) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Lessee shall furnish to Department, either a certified copy of each and every such policy or a fully executed "Certificate of Insurance for Lease of State-Owned Property" and a fully executed "State-Owned Property Endorsement" within not more than ten (10) days after the effective date of the policy. Lessee agrees that, if Lessee does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this lease.

**Recommendation and Approval Form for Archive Copy of Lease
STATE AS LESSOR**

(Forms RW 11-2, RW 11-3, RW 11-4, and RW 11-19)

The Director of each District is authorized to execute leases on behalf of the Department. The District Director is also permitted to delegate this authority, in writing, to subordinates.

The District Director or delegatee is authorized to approve or execute the following Rental Agreements and Non-Airspace Leases:

- 1) All residential Rental Agreements, regardless of the rental rate.
- 2) All Leases and nonresidential Rental Agreements when the rental rates do not exceed \$1,000 per month and the term is five (5) years or less.
- 3) Other Leases and Rental Agreements on property held for State transportation purposes and excess land where:
 - a) Unaltered Standard Lease Agreement or Rental Agreement forms are utilized or a Caltrans attorney has approved a nonstandard form prior to execution on behalf of the Department; and
 - b) The Agreement contains a provision for annual rental escalation using standard clauses if term is three (3) years or more; and
 - c) Rental rate is less than \$5,000 per month and within 10% of the appraised fair market rental rate. (Any variance from appraised rate must be justified in writing by the district.); and
 - d) Term is five (5) years or less; and
 - e) A copy of the Agreement is forwarded to the Right of Way and Asset Management Program for post-audit purposes.

This Request may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Request. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Request. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Request based on such telecopied or e-mailed signatures.

RECOMMENDED FOR APPROVAL

By _____
(District Personnel Authorized
to Recommend Approval)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
(Name)
District Director (or authorized
representative - show title)

**RECOMMENDATION AND APPROVAL FORM FOR
ARCHIVE COPY OF LEASE (Cont.)**

All other nonresidential Leases and Rental Agreements shall be forwarded to the Right of Way and Asset Management Program with a transmittal memorandum requesting approval and execution.

RECOMMENDED FOR APPROVAL

By _____
District Director (or authorized
representative - show title)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**RIGHT OF WAY & ASSET MANAGEMENT
PROGRAM**

By _____
Senior Right of Way Agent
Office of Property Management
Right of Way & Asset Management Program

By _____
(Name)
Program Manager
Right of Way and Asset
Management

**Approved as to Form and
Procedure:**

Attorney

**Recommendation and Approval Form for Archive Copy of Lease
STATE AS LESSEE (ACQUISITION LEASE)**

(Exhibit 11-EX-30)

1) Rental Rate of \$5,000 or less per month for a term not exceeding five (5) years

RECOMMENDED FOR APPROVAL

None needed on Archive Copy unless lease is for Office of Construction. In that case, show recommendation as follows:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

RECOMMENDED FOR APPROVAL

By _____
Deputy District Director, Construction
(or authorized representative - show title)

By _____
(Name)
District Director (or authorized
representative - show title)

2) Rental Rate in excess of \$5,000 per month or term exceeding five (5) years; **non-standard Lease Agreement**

RECOMMENDED FOR APPROVAL

By _____
District Director (or authorized
representative - show title)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
Deputy District Director, Construction
(or authorized representative - show title)

By _____
(Name)
Program Manager
Right of Way and Asset Management

(Use only if lease is for Office of Construction)

RIGHT OF WAY & ASSET MANAGEMENT PROGRAM

By _____
Senior Right of Way Agent
Office of Property Management
Right of Way & Asset Management Program

**Approved as to Form and
Procedure:**

Attorney

03-Sac-5-30.0
Parcel 17606

**NOTICE TO BIDDERS
FOR THE LEASE OF AGRICULTURE LAND
LOCATED APPROXIMATELY 7 MILES NORTH OF SACRAMENTO**

SEALED BIDS will be received at the office of the District Property Manager, Department of Transportation (Caltrans), District 03, 703 B Street, Marysville, California, until 10:00 a.m., Friday, July 2, 2020, at which time they will be publicly opened and read for the two-year lease of the following agriculture land. Bids may then be increased orally by a minimum of 10 percent of the highest written bid.

Property is located on the east side of road at the intersection of Interstate 5 and El Centro Road, north of Sacramento. SEE ATTACHED MAP FOR FURTHER DETAILS.

**MINIMUM REQUIRED BID \$20.00 PER ACRE
REQUIRED BID DEPOSIT \$3,000.00**

Property is zoned agriculture and is presently set up for rice farming. Ample water is available from the Natomas Central Mutual Water Company. Land assessments will be paid by the State; water charges will be the responsibility of lessee.

The parcel totals 530.61 acres ±.

The property is being leased in an "AS-IS" condition. Caltrans provides no warranty as to the property's fitness for any intended use.

The bid package must include a completed "Proposal for Leasing of Agricultural Land in Sacramento County", upon the form attached hereto and furnished for that purpose by Caltrans. The bid package must also include a completed "Application for Use Approval of Caltrans Property", upon the form attached hereto and furnished for that purpose by Caltrans, providing pre-approval by the local agency's Planning Department of the proposed use of the property. Development of the property will not be allowed. Storage of hazardous materials or discharges of hazardous waste will not be allowed on the property.

SAMPLE NOTICE TO BIDDERS (Cont.)

EXHIBIT
11-EX-14 (REV 1/2020)
PAGE 2 OF 10

All bidders must include a completed non-residential application, form RW 11-6, along with financial statement for the past two years with their bid package. Bids will only be accepted from bidders with an approved non-residential application. Acceptance of bids is subject to a bidder qualification check, and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the Lease Agreement.

Caltrans reserves the right to reject any and all bids, at its sole discretion, that are not deemed to be in the best interest of Caltrans.

Additional information may be obtained from the State of California, Department of Transportation, Division of Right of Way, Property Management Section, 703 "B" Street, Marysville, California, Telephone (530) 743-5421, Extension 307, or contact G. J. Smith, 1100 South River Road, West Sacramento, Telephone (916) 445-7880.

No bid shall be received unless made upon the form attached hereto and furnished for that purpose by Caltrans.

All bids shall be presented as aforesaid under sealed cover by 10:00 a.m., July 2, 2020, and should be accompanied by cashier's check or certified check payable to the "California Department of Transportation" in the amount of the required deposit. No bid shall be considered unless such cashier's check or certified check is enclosed therewith as a proposal of guarantee. Checks accompanying bids not accepted will be promptly returned. **NO PERSONAL OR BUSINESS CHECKS WILL BE ACCEPTED.** The bid deposit of the successful bidder will remain on deposit pending full execution of the Lease Agreement and may be applied towards the Security Deposit. In the event of a default on the property, the successful bidder shall withdraw their bid and the entire bid deposit shall be retained by Caltrans as liquidated damages.

On or before August 1, 2020, the successful bidder is hereby required to deposit with Caltrans, at either of the above addresses, a cashier's check or certified check in the amount sufficient to bring a total of one-half (1/2) the total yearly rent and the Security Deposit for the property. The Security Deposit shall be equal to twice the yearly rent. The balance of the yearly rent shall be paid upon harvest of the crop on said property. In no case shall it be later than November 1st of the respective crop year. Failure of the successful bidder to fully perform shall be treated by Caltrans as a default and the entire bid deposit shall be retained by Caltrans as liquidated damages.

Successful bidder will be required to execute an Agricultural Lease Agreement with Caltrans for a period of two years. The Agricultural Lease Agreement will be subject to a fixed 4% rent increase, rounded to the nearest \$5.00, with the rent increase due on August 1, 2020. A SAMPLE COPY OF LEASE IS ATTACHED FOR INFORMATIONAL PURPOSES.

All bidders must review the applicable Caltrans Agricultural Lease Agreement for acceptance of terms prior to submitting a bid package. By submitting a bid package, bidders agree to all terms and conditions of Caltrans' Agricultural Lease Agreement. Bidders shall not demand that any modifications be made to Caltrans' Agricultural Lease Agreement.

If successful bidder for the Lease fails to deposit the required money, pay the balance due, or execute the Lease, or perform any other requirement, Caltrans shall have the right, at its sole discretion, to terminate or cancel the implied Lease. Upon the exercise of such right, all rights of proposed lessee in the subject property granted by the implied Lease shall cease and all moneys paid to Caltrans under the subject implied Lease terms, up to the time of the breach, shall be retained by Caltrans as liquidated damages. Lease may then be awarded to second highest bidder without recourse of first bidder.

By participating in this sealed bid auction, the bidder agrees that Caltrans is to be free from any all liability and claims for damages by any bidder or successful bidder in the case Caltrans elects to refuse any bid, elects to declare a default if the successful bidder fails to perform for any reason thereby withdrawing its bid and forfeiting its bid deposit, or if the property is not available for the successful bidder to take possession on the new Lease commencement date due to the prior tenant still being in possession of the property. The bidder further agrees to indemnify and save harmless Caltrans from any third party claims of liability, loss, cost, and obligation on account of Caltrans refusing any bid, declaring a default, or not making the property available for the successful bidder to take possession.

The parcel is being divided into three separate pieces for accounting purposes. Please see attached map for identification. Bid shall be based, however, on total acreage (530.61 acres \pm).

SAMPLE NOTICE TO BIDDERS (Cont.)

EXHIBIT
11-EX-14 (REV 1/2020)
PAGE 4 OF 10

Bids should be addressed to the Department of Transportation, 703 "B" Street, Marysville, California 95901, in sealed envelope plainly marked "R/W BID FOR AGRICULTURE LAND LEASE TO BE OPENED JULY 2, 202, 10:00 A.M."

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

SAMPLE NOTICE TO BIDDERS (Cont.)

EXHIBIT
11-EX-14 (REV 1/2020)
PAGE 5 OF 10

NOTE: TO ELIMINATE POSSIBLE ACCIDENTAL OPENING OF BID ENVELOPES PRIOR TO THE ADVERTISED TIME OF THE BID OPENING, IT IS VERY IMPORTANT THAT THE NOTICE BELOW BE AFFIXED TO THE OUTSIDE OF THE ENVELOPE ENCLOSING THE BID.

----- cut here -----

SEALED BID

Mr. T. R. Jackson
District Property Manager
Department of Transportation
703 "B" Street
Marysville, California 95901

ATTENTION:

Division of Right of Way
Property Management Section
R/W Bid for Agricultural Land Lease to be Opened
10:00 A.M., July 2, 2020

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Section 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right, upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

03-Sac-5-30.0
Parcel 17606

**PROPOSAL FOR LEASING OF AGRICULTURAL LAND
IN SACRAMENTO COUNTY**

**TO: STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Attention: T.R. Jackson, District Property Manager
Department of Transportation
703 "B" Street
Marysville, California 95901

The undersigned herewith offers, pursuant to Notice to Bidders for the leasing of agricultural land dated _____, 19____, and subject to the terms and conditions of proposed form, Agricultural land in the County of Sacramento, California, for the term of two (2) years at the rental rate of \$_____ per year for the 530.61 acres ±. One half of the total yearly rent for the total parcel to be paid before August 1, 2020. Balance of the yearly rent to be paid upon the harvest of the crop on said parcel. In no case shall it be later than November 1 of the respective crop year. The second year's rent shall be paid as follows: One-half on or before August 1, 2020, the balance of the yearly rent to be paid upon the harvest of the crop on said parcel.

SAMPLE NOTICE TO BIDDERS (Cont.)

There is tendered herewith _____ check, payable to the State of California, in the sum of \$3,000.00 as a guarantee of the faithful execution of the lease in the event the same is awarded to the undersigned.

It is further understood that the amount of \$3,000.00 deposit shown above will be kept by the State only in the event that the undersigned is the successful bidder.

DATED: _____, California, this ____ day of _____, 19____.

BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S TELEPHONE NO.: _____

(Attach Map of Property to be leased)

APPLICATION FOR USE APPROVAL OF CALTRANS PROPERTY

CITY OF: _____

CALTRANS PARCEL NO.: _____

This application for use of State-owned property is to be submitted to the local Planning Department for approval of the proposed use. You may be subject to the land use regulations of the City including the requirement for a conditional use permit.

A. TO BE COMPLETED BY THE PROSPECTIVE TENANT:

1. Name:

2. Address:

3. Phone and Email:

4. Location of Property:

5. Description of Proposed Use:

.....

SAMPLE NOTICE TO BIDDERS (Cont.)

B. TO BE COMPLETED BY THE PLANNING DEPARTMENT:

1. Zoning District and Description:

2. General Plan Designation and Description:

3. Proposed Use (check the appropriate box):

Permitted Conditionally Permitted Not Permitted

4. Design Review (check the appropriate box):

a. Is Design Review required? Yes No

b. Is screening or landscaping required? Yes No

Type: _____

5. Additional Explanation or Other Conditions:

Planning Staff Signature:

Email: _____ Phone: _____ Date: _____

CITY, COUNTY, OR SPECIAL DISTRICT LEASE
[Interim Use of Highway Property for Purposes Under Streets and Highways
Code 104.7
(Agricultural, Community Garden, or Recreational)]

Tenancy Number _____

THIS LEASE, made and entered into this _____ day of _____,
_____, at _____, California, by and between the State of
California, Department of Transportation, hereinafter known as Department, and
_____, hereinafter known as _____ Lessee,
whose address is _____, California.

WITNESSETH

That the Department, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee, and the covenants and agreements herein contained, does hereby lease, demise and let unto Lessee that certain property located _____, State of California, containing ____ acres, more or less, a visual representation of the lease area is indicated on the aerial map attached hereto as Exhibit ___ and incorporated herein by this reference, and legally described as follows:

for the term of (*not less than one year*) commencing on the _____ day of _____, _____, and ending on the _____ day of _____, _____, with the right of cancellation and termination in both Department and Lessee as hereinafter set forth, at the total rental of one dollar (\$1.00) per year, payable to the Department of Transportation, State of California, at _____, California, in lawful money of the United States of America, in advance.

The Department and Lessee hereby agree to the following covenants, terms and conditions:

- 1) RENT:** Lessee shall pay rent as hereinbefore provided and shall pay when due all utility and other charges accruing or payable in connection with Lessee's use of the property during the term of this Lease.
- 2) USE:** Lessee shall:
 - a)** Use the property for the following purposes only: (agriculture, community garden, or recreation);

- b) Not commit, suffer or permit any waste on the property and comply with all Federal, State, and local laws and ordinances or other governmental regulations concerning said property and the use thereof;
- c) Permit Department or its agents to enter on the property at any reasonable time to inspect same;
- d) Not permit hunting on the premises;
- e) Not allow vehicle or equipment washing, fueling, maintenance or repair on the property.

[RW instructions - Optional clause "f)" to be used as needed; otherwise delete.]

- f) Cultivate, irrigate, fertilize, prune, and otherwise farm the property in accordance with approved practices of good husbandry and in accordance with the standard farming practices of the vicinity, and to keep any buildings, fences, irrigation or other farming facilities on the property in good repair.

3) TERMINATION:

- a) This Lease shall be subject to cancellation or termination by either party at any time after the first year by giving the other party notice in writing at least ninety days (90 days) prior to the date when termination shall become effective.
- b) Should the Lessee hold over after the expiration of the term of this Lease with the consent of the Department, expressed or implied, the tenancy shall be deemed to be a tenancy only from month to month; subject otherwise to all of the terms and conditions of this Lease so far as applicable.

4) PAYMENTS: All rental payments shall be made payable to the Department of Transportation. Lessee(s) shall make payment to Department's mailing address or street location as indicated below:

Department of Transportation
 Attention: Cashier
 P.O. Box 168019
 Sacramento, CA 95816-8019

Department of Transportation
 Attention: Cashier
 1820 Alhambra Boulevard, 2nd Floor
 Sacramento, CA 95816

Telephone Number: _____

Lessee(s) shall include the complete Tenancy Number, __-____-____-__, on the check or other form of payment.

5) NOTICES: All notices to be given to Lessee shall be delivered personally or by sending a copy through the mail addressed to Lessee at the address above

stated. All notices to be given to the Department shall be delivered personally or sent to the State of California, Department of Transportation, at _____, or such other place as the Department may designate in writing.

- 6) MAINTENANCE:** Lessee shall not call on Department to make any improvements or repairs on the property of any nature whatsoever and agrees to keep the same in good order and condition at Lessee's own cost and expense. Lessee shall not permit rubbish, weeds, garbage, etc., to accumulate at any time. Lessee shall not permit or allow any graffiti to be placed upon any surface located on the leased property for longer than 48-hours.
- 7) LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 8) INSURANCE:** Department will not keep the property insured against fire or any other insurable risk, and Lessee will make no claim of any nature against Department by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.
- 9) PREVIOUS AGREEMENTS:** Any existing Lease or Rental Agreements between Lessee and Department (or its predecessor in interest) covering this property are terminated as of the effective date of this Lease.
- 10) NONLIABILITY OF DEPARTMENT:** Nothing in the provisions of this Lease Agreement is intended to create duties or obligations to or rights in third parties not parties to this Lease Agreement or affect the legal liability of either party to the Lease Agreement by imposing any standard of care respecting the duties and obligations under this Lease Agreement different from the standard of care imposed by law. It is understood and agreed that this Lease Agreement is made upon the express condition that State of California and any officer or employee thereof is to be free from all responsibility, liability, claims, suits or actions of every name, kind and description, brought for or on account of injury of any person or persons, including Lessee, or to property of any kind whatsoever and to whomsoever belonging, including Lessee, occurring on or about the premises, or from any cause or causes resulting from the operations and/or use of the premises, or the sidewalks adjacent thereto, by Lessee, Lessee's agents, customers, business invitees and/or any persons acting on Lessee's behalf. It is also understood and agreed that Lessee shall defend, indemnify and save harmless State of California, all officers and employees thereof, from all liability, claims, suits or actions of
-

every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this Lease Agreement. Lessee waives any and all rights to any type of express and implied indemnity against State of California, its officers or employees. It is the intent of the parties that Lessee will indemnify and hold harmless State of California, its officers or employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault, whether active or passive, primary or secondary, on the part of State of California, other than its sole negligence.

11)NONDISCRIMINATION: The Lessee, for him/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federal-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California, shall have the right to terminate the Lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

12)WAIVER: If any part of this Agreement is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by the Department, the remaining portions of this Agreement shall remain in full force and effect. The receipt by the Department of rent with the knowledge of any breach of a provision of this Agreement shall not constitute a waiver of such breach.

13)LIABILITY INSURANCE: Lessee shall, at Lessee's expense, take out and keep in force during the within tenancy:

General liability insurance providing coverage in the amount of one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Liability combined, in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and description, brought forth, or on

account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of or resulting from any and every cause occurring in or about the property which is the subject of this Lease, including any and all claims, suits or actions for damage to vehicles on the property.

With respect to third-party claims against the Lessee, the Lessee waives any and all rights to any type of express or implied indemnity against the Department, its officers or employees.

It is the intent of the parties that the Lessee will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Department, the Lessee, the officers or employees of either of these, other than the sole negligence of the Department, its officers and employees.

Nothing in this Lease is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of the Lease intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name the Department as an additional insured and shall inure to the contingent liabilities, if any, of the Department, and the officers, agents, and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than thirty days (30 days) prior to the cancellation thereof, or any other change affecting the coverage of the policies. Lessee shall furnish to Department either a certified copy of each and every such policy or a fully executed "CERTIFICATE OF INSURANCE WITH ENDORSEMENT FOR LEASE OF STATE-OWNED PROPERTY" within not more than ten (10) days after the effective date of the policy. Lessee agrees that if Lessee does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this Lease.

14)HAZARDOUS MATERIALS: Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this Lease, Lessee shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the leased property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the leased premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

Breach of any of these covenants, terms, and conditions shall give the Department authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee of the property. Lessee shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.

15)WATER POLLUTION CONTROL: Lessee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Lessee shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Lessee shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet, attached as Exhibit ___ and incorporated herein by this reference, for: _____.

[RW instructions - Insert title of applicable Fact Sheet – e.g., "Agricultural" or "Parks and Recreation." Attach Fact Sheet to lease. Fact Sheet(s) are in the RW Property Management and Airspace Storm Water Guidance Manual.]

Lessee shall identify any other potential sources of storm water and non-storm water pollution resulting from Lessee's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet, and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right-of-Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office or on our [storm water webpage](#). In the event of conflict between the attached Fact Sheet and this Lease, this Lease shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

16) ASSIGNMENT: Lessee shall not assign or sublet this lease without Department's written consent. The Department has not consented to any assignments as of the effective date of this lease.

Any request by Lessee to assign this lease shall be subject to the following:

- a) Proposed assignee must be a city, county or special district in which the property is located.
- b) The proposed use must be for agricultural, community garden, or recreational purposes.
- c) A written application from the proposed assignee is required.
- d) Assignment does not relieve the Lessee of any duties or obligations under the lease.
- e) Any assignment is not deemed consent to any subsequent assignment.

17) SUBLETTING: Lessee may sublease the property for agricultural, community garden or recreational purposes upon prior written notification to Department and may proceed with the sublease unless it is disapproved by Department within ten (10) working days after such notice is sent to Department. The Department has not consented to any sublets as of the effective date of this lease.

Should Lessee sublease the property, the first priority for a sublease shall be given to the owner of property contiguous to the leased land.

In subletting the property, Lessee may charge rental fees at least sufficient to pay its administrative costs. All money received by Lessee under a sublease,

less administrative costs, shall be transmitted to Department for deposit in the State Highway Account.

18) SUBTENANT REQUIREMENT: In the event the terms of this Lease, specifically permit subletting of all or a portion of the property herein, the following shall apply:

- a) Lessee is required to furnish each new Tenant with two copies of Department's form notice advising that no relocation payments will be made. Lessee will sign one copy and return it to Department.
- b) Lessee to provide Department with a listing of all subtenants as required by Department.
- c) Lessee shall ensure that storm water best management practices (BMPs) applicable to Subtenant's activities are implemented and maintained on the premises.

19) ALTERATIONS: Lessee shall not make or suffer any alteration to be made in or on the property without Department's written consent.

20) RELOCATION PAYMENT: Lessee acknowledges the following: Lessee commenced occupancy of the premises after Department acquired title to it, Department acquired the premises for a public project, Lessee may be required to vacate the premises to allow construction of the public project, and Lessee is not entitled to receive any payments under either the State or the Federal Uniform Relocation Assistance Act. (Government Code, Section 7260, et seq.; 42 United States Code, Section 4601, et seq.)

21) VACATING THE PROPERTY: At the expiration of the term, or any sooner termination of this lease, Lessee agrees to quit and surrender possession of the property and its appurtenances to Department in as good order and condition as the property was delivered to the Lessee. Prior to the expiration of the term, or any sooner termination of this lease, Lessee shall notify Department to perform a move-out inspection. Lessee agrees to reimburse Department for any damage done to the property caused by Lessee's occupation or tenancy excepting reasonable wear and tear and damage by the elements. Lessee shall not leave or allow to remain on the property any garbage, refuse, debris, or personal property. Lessee will pay Department any removal costs incurred by Department. On the date the property is vacated, Lessee agrees to deliver the property keys to Department in person or at: _____.

22) POSSESSORY INTEREST: Tax bills inadvertently received by Lessee should be forwarded to Department for processing.

- 23)RIGHT OF ENTRY:** Lessee shall permit Department or its authorized agent to enter into and upon the property, with or without Lessee's presence, during normal business hours, subject to a twenty-four hour (24-hour) notice, for the following purposes: routine inspection, maintaining the property, installing protective or conservation devices and for showing the property to prospective purchasers and/or lessees. Department reserves its right, without notice, to enter property in case of emergency or to prevent imminent harm to persons or property.
- 24)AMENDMENTS:** The terms of the lease may be, in writing, amended, revised, altered, or changed, by mutual consent of the parties hereto upon thirty (30) days' written notice. Any amendment, revision, alteration, or change shall operate with the same force and effect as the original agreement.
- 25)ENCUMBRANCES:** Lessee shall not encumber the leased premises in any manner whatsoever.
- 26)ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR BANKRUPTCY:** Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this lease and this lease shall terminate.
- 27)POSTING OF PROPERTY:** Department or its agents shall at all times have the right to serve or to post thereon any notice required or permitted by law for protection of any right or interest of Department.
- 28)HEADINGS:** The marginal or clause headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- 29)COUNTERPARTS:** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Department and Lessee intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.
-

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE THIS AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Lessee's Name)

APPROVAL RECOMMENDED

(Type Lessee's Name)

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

03-Sac, Pla-80-11.7 / 18.0
0.0 / 3.4

MATERIALS AGREEMENT – No. 444
No. 1982
(Year)

Acquired as Parcels 6871-A and 21413

MATERIALS AGREEMENT

THIS AGREEMENT, dated July 16, 1982, by and between the State of California, acting by and through the Department of Transportation, hereinafter called "State" and A. Teichert and Son, Inc., hereinafter called "Contractor."

WHEREAS, the Contractor and the State have heretofore entered into Contract No. 03-093814 for the construction of State Highway in Sacramento and Placer Counties near Sacramento, between near Madison Avenue to Douglas Boulevard, Roseville.

WHEREAS, Contractor desires to obtain material for incorporation in said construction from State's hereinafter described property, and,

WHEREAS, State is willing to permit Contractor to obtain material for such purposes from said property.

NOW, THEREFORE, THE PARTIES AGREE as follows:

State hereby authorizes Contractor to enter upon State-owned property shown on the attached map as Exhibit A and made a part hereof, for the purposes of excavating and removing therefrom the material for incorporation in the work performed under said construction contract. This material is to be removed in conjunction with the removal of material from the Allgeier-Bergantz property, MA No. 441, as described in the plan set forth in a letter dated July 3, 1982 from A. Teichert and Son, Inc., and attached hereto and made a part of hereof as Exhibit B. No modification of the proposal shall be permitted without specific approval of the Division of Right of Way of the Department of Transportation, District 03, Marysville.

NOW, THEREFORE, it is agreed:

- (1) State makes no express nor implied guarantee as to the quantity and quality of material that may be obtained, produced, or extracted, nor as to the extent of processing that may be necessary to produce the material conforming to the requirements set forth in Contract No. 03-093814 hereinabove mentioned.
- (2) Ingress and Egress to the material sites set forth in Exhibit A shall be over haul roads and bridges as necessary, to be constructed at the sole expense of the Contractor. Further, that the location of these haul roads and bridges shall be approved by Highways' Resident Engineer for said Highway construction project.

- (3) Contractor will remove material from this site pursuant to the plan proposed as set forth in A. Teichert and Son, Inc.'s letter of July 9, 1982 and attached as Exhibit B.
- (4) Subject to any State, Federal or local ordinances or regulations, Contractor may erect, operate and maintain such equipment and plant at the site as may be necessary for handling, sorting and processing said material. Contractor may also erect a concrete plant for the use of processing material for use on Contract No. 03-093814.
- (5) Contractor shall remove all equipment from the site upon completion of its operations.
- (6) Contractor shall (1) remove the top soil to a depth of approximately 1' from the areas of excavation and stockpile prior to the removal of any fill material, (2) the stockpiled top soil will be replaced uniformly over those areas from which material is removed immediately following completion of the excavation required for the removal of the fill material, (3) the stockpiled top soil shall be replaced in a neat and presentable manner in order to provide a presentable appearance of the entire property which shall be left in pseudonatural manner with proper slopes and drainage in a manner satisfactory to the State.
- (7) Contractor agrees to hold the State of California, the Director of Transportation, and all officers and employees of the Department of Transportation, harmless from all claims for injury to persons or damage to property resulting from Contractor's operations or use of the above material sites and ingress and egress routes.
- (8) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.
- (9) Contractor agrees to pay the State a royalty of 7-1/2¢ per cubic yard, or 5¢ per ton of material removed from said property. Material to be paid for shall be measured as per Section 19-7.04 of the Standard Specifications and as determined by Highways' Resident Engineer for said Highway Construction Project and the Special Provisions set forth in Contract No. 03-093814. Payment to the State will be based on the same method of measurement as used in determining payment to the Contractor for weight of material removed. The Contractor further agrees that the State may deduct the amount thereof from any monies due or that may become due the Contractor under the above referenced contract.
- (10) This Agreement shall be in effect from the date hereof until acceptance of the Highway Construction Project No. 03-093814 by the State, or until sooner terminated by mutual consent between the State and the Contractor.

(11) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such telecopied or e-mailed signatures.

IN WITNESS WHEREOF, this Agreement has been executed.

APPROVAL RECOMMENDED BY

(Contractor)

District Division Chief, Right of Way

By (Title of Officer)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Director of Transportation

EXHIBIT A

(Attach Map Showing Property Covered by Agreement)

EXHIBIT B

July 9, 1982

Sacramento Area Right of Way Office
Department of Transportation
4201 Manzanita Avenue
Post Office Box C
Carmichael, California 95608

Attention: Mr. G. J. Toop--Property Manager
Re: Roseville Freeway--Contract No. 03-093814
Subject: Borrow Pit--State and Allgeier Properties

Gentlemen:

According to your request per your letter dated February 2, 1982, and to the meeting between Mr. G. J. Toop, Jerry Manducca, Don Hayes and Carlos Patino, we are hereby submitting our plan for removal of material from the subject properties.

1. We will comply with requirements about stripping top soil, stockpiling it, and placing it back after operations are completed.
2. We figure that the approximate quantity of material to be excavated from both properties together will be 348,000 cy. This quantity is based on the Engineer's Estimate, since at the present time it is impossible to be aware of all the variables that may affect this item.
3. Drainage: We will try to maintain the existent natural drainage ditches. Excavation will start at the higher elevations of the properties and grades on existent ditches will be respected.
4. Slopes: Slopes to natural drainage ditches will be a minimum of 2% and towards the freeway as agreed with the Resident Engineer.
5. Operations will be conducted under the best construction practices and changes in our plan will be made as required by the circumstances. We will strip areas as big as required as they are gradually needed, always trying to eliminate erosion and pollution of existent streams.

We would like to take advantage of this opportunity to request permission to set up our concrete plant on the State property located just east of the Allgeier property. We can assure you that after the plant is removed, the area will be left clean and restored to its original condition as much as possible.

We hope this will satisfy your requirements. If you have any questions, please feel free to call us at any time--phone 725-0581 or 725-0582.

Sincerely yours,

A. TEICHERT AND SON, INC.

_____/s/ Carlos Patino
Carlos Patino
Assistant to the Project Superintendent
CP/edh
cc: Jerry Manducca

03-Sac-50-6.4 / 12.0

MATERIALS AGREEMENT NO. 446

No. 1982
(Year)

Acquired as Parcels 11988 and 11989

AGREEMENT

(To be executed for removal of material from State-owned property)

THIS AGREEMENT, dated October 5, 1982, by and between the State of California, acting by and through the Department of Transportation, hereinafter called "State," and Guy F. Atkinson Company, hereinafter called "Contractor."

WHEREAS, the Contractor and the State have entered into Contract No. 03-037454 for the construction of State Highway in Sacramento County, near Sacramento from Mayhew OH to 0.3 Miles West of Sunrise Boulevard, Sacramento,

WHEREAS, Contractor desires to obtain material for incorporation in said construction from State's hereinafter described property, and,

WHEREAS, State is willing to permit Contractor to obtain material for such purposes from said property.

NOW, THEREFORE, THE PARTIES AGREE as follows:

State hereby authorizes Contractor to enter upon State-owned property shown on the attached map as Exhibit "A" and made a part hereof, for the purposes of excavating and removing therefrom the material for incorporation in the work performed under said construction contract. This material is to be removed in conjunction with the removal of material from the Bradshaw Investors, a limited partnership, (William Cummings, General Partner) property located southerly of the State-owned property until a copy of the Agreement between the Contractor and said Bradshaw Investors, a limited partnership, is presented to the State.

NOW, THEREFORE, it is agreed:

- (1) State makes no express nor implied guarantee as to the quantity and quality of material that may be obtained, produced, or extracted, nor as to the extent of processing that may be necessary to produce the material conforming to the requirements set forth in Contract No. 03-037454 hereinabove mentioned.
- (2) Ingress and egress to the material sites set forth in Exhibit "A" shall be over haul roads and bridges as necessary, to be constructed at the sole expense of the Contractor. Further, that the location of these haul roads and bridges shall be approved by Highways' Resident Engineer for said Highway construction project.
- (3) Subject to any State, Federal or Local ordinances or regulations, Contractor may erect, operate and maintain such equipment and plant at the site as may be necessary for handling, sorting and processing said material.
- (4) Contractor shall remove all equipment from the site upon completion of its operation.
- (5) Contractor may remove material down to the elevation of 64' except along the most easterly property line of the State property shown on Exhibit "A", where material shall be removed no closer than a location which would allow the establishment of a minimum slope of 3:1, the uppermost part of such slope shall be rounded and no closer than 5' to the property line and be left in a pseudonatural manner. Any cut which may be made adjacent to the freeway right of way line along the arc of the southeast quadrant of said freeway shall also be made a minimum of 3:1 slope.
- (6) Contractor agrees to hold the State of California, Department of Transportation, and all officers and employees of the Department of Transportation, harmless from all claims for injury to persons or damage to property resulting from Contractor's operations or use of the above.
- (7) Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Industrial Safety.
- (8) Contractor agrees to pay the State a royalty of 10¢ per cubic yard for material removed from said property. Material to be paid for shall be measured as per Section 19-7.04 of the Standard Specifications and as

determined by the Highway Resident Engineer field volumetric measurement. The Contractor further agrees that the State may deduct the amount thereof from any monies due or that may become due the Contractor under the above-referenced contract.

- (9) This Agreement shall be in effect from the date hereof until acceptance of the Highway Construction Project No. 03-037454 by the State, or until sooner terminated by mutual consent between the State and the Contractor.
- (10) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Agreement. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on such telecopied or e-mailed signatures.

IN WITNESS WHEREOF, this Agreement has been executed.

APPROVAL RECOMMENDED BY

(Contractor)

District Division Chief, Right of Way

By (Title of Officer)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

District Director of Transportation

MASTER TENANCY LEASE AGREEMENT

Tenancy Number _____

THIS LEASE, made this ____ day of _____, _____, at
_____, California, by and between the State of California,
Department of Transportation, hereinafter known as Department, and
_____, hereinafter known as Lessee, of
_____.

WITNESSETH

That the Department, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee, and the covenants and agreements herein contained, does hereby lease, demise, and let unto Lessee that certain property in the County of _____, State of California, the address of which is _____, a visual representation of the lease area is indicated on the aerial map attached hereto as Exhibit ___ and incorporated herein by this reference, and legally described as:

including the following improvements:

for the term of _____, commencing on the ____ day of _____, _____, and ending on the ____ day of _____, _____, with the right of cancellation and termination in both Department and Lessee as hereinafter set forth, at the total rental of \$_____, payable to the "Department of Transportation," in lawful money of the United States, in monthly installments of \$_____, in advance, on the first day of each and every month thereafter; excepting that receipt is hereby acknowledged by the Department of the sum of \$_____ from the Lessee, in payment for the prorated first, second, and last month's rental under this Lease. Lessee shall deposit an additional amount with the Department of \$_____ as a guarantee for faithful performance of the conditions of this Agreement. Department may use such amounts as are reasonably necessary to remedy Lessee's default in the payment of rent to repair damages caused by Lessee, or by a guest or a licensee of the Lessee, to clean the premises, if necessary, upon termination of tenancy, and to replace or return personal property or appurtenances exclusive of ordinary wear and tear. If used toward rent or damages during the term of tenancy, Lessee agrees to reinstate said total security deposit upon five (5) days' written notice delivered to Lessee in person or by mail. No later than two (2) weeks after the Lessee has vacated the premises, the Department shall furnish the Lessee with an itemized

written statement of the basis for, and the amount of, any security received and the disposition of the security and shall return any remaining portion of the security to the Lessee.

All rental payments shall be delivered to the Department of Transportation at _____.

In consideration for the payment of rent specified hereinbefore, Department hereby leases the property to Lessee on the following covenants, terms, and conditions:

- 1. LATE PAYMENT CHARGE:** Lessee hereby acknowledges that late payment by Lessee to Department for rent and other sums due hereunder will cause Department to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Lessee shall not be received by Department within ten (10) days after such amount shall be due, Lessee shall pay to Department a late charge of \$_____. In no event shall the late charge exceed the maximum allowable by law. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Department will incur by reason of late payment by Lessee. Acceptance of such late charge by Department shall in no event constitute a waiver of Lessee's default with respect to such overdue amount, nor prevent Department from exercising any of the other rights and remedies granted hereunder.
 - 2. DISHONORED CHECK CHARGE:** Lessee hereby agrees:

 - a) That Lessee shall pay to Department a fee of \$25.00 for the first dishonored check and \$35.00 for a second dishonored check.
 - b) That if Lessee has two (2) dishonored checks within any twelve (12) month period, the Department will no longer accept personal checks for payments due under this Lease.
 - 3. UTILITIES:** Lessee shall pay when due, all water, sewer, electric, gas, and other lighting, heating, and power rents and charges accruing or payable in connection with said property during the term of this Lease.
 - 4. USE:**

 - a) Lessee shall use the property for the following purpose only: _____.
-

b) Lessee shall not commit, suffer, or permit any waste on said property and shall comply with all State laws and local ordinances concerning said property and the use thereof.

5. RIGHT OF ENTRY: Lessee shall permit Department or its agents to enter upon the property at any reasonable time, with or without the Lessee's presence, to inspect same and for the purpose of showing the property to prospective purchasers or lessees.

6. TERMINATION: This Lease shall be subject to cancellation and termination by either party at any time during the term hereof by giving the other party notice in writing at least _____ days next prior to the date when such termination shall become effective.

It is specifically agreed and understood that the Lessee shall not terminate the tenancy of the named lessees on Exhibit A, which is attached hereto and incorporated herein by this reference, without written approval of Department, and will notify Department when said lessees named on Exhibit A vacate the premises.

7. NOTICES: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To the Lessee at the address above stated and to Department c/o Department of Transportation, _____ . The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein contained shall preclude the giving of notice by personal service. Department shall also be able to serve notices by posting and subsequent mailing to Lessee. Whenever the leased premises or any portion thereof is needed by Department for clearance for freeway construction or any other purpose, Lessee shall permit Department to serve timely notices of termination of occupancy and notices to vacate on the Lessees of the leased premises or the portion thereof needed by Department. Whenever a lessee vacates the premises as a result of receiving said notice of termination or notice to vacate, Department will make a pro rata reduction in the rental rate under this Lease to account for the loss of income received by Lessee from the Lessee who has vacated. Lessee shall furnish Department with the names and addresses of those lessees whom the Department must vacate in order to effect the clearance.

- 8. CONDITION AND REPAIRS:** Lessee shall not call on Department to make any improvements or repairs on the property, but Lessee hereby specifically covenants and agrees to keep the property in good order and condition at Lessee's cost and expense. Lessee further agrees to provide an adequate number of garbage and trash receptacles in clean condition and good repair.

Lessee shall perform all acts or work in connection with rehabilitation maintenance or repairs, if any, as required by the Terms of Auction within the time limits set forth therein.

Lessee agrees that the exterior and interior of said premises shall be maintained in a manner commensurate with privately owned properties in the neighborhood. That during the term of said Lease, or ninety (90) days prior to the expiration of said term, the Department may designate certain painting, repairs or rehabilitation maintenance work to be performed by the Lessee, at Lessee's expense, to maintain this standard. In the event the Lessee fails to comply with said notice within ninety (90) days, the Department may cause such rehabilitation maintenance work to be performed with the cost thereof being paid from the security deposit established to guarantee such maintenance.

- 9. ASSIGNMENT AND SUBLETTING:** Lessee shall not assign or sublet this Lease, and shall not make or suffer any alteration to be made in or on the property without the written consent of the Department, provided, however, if the leased property includes a building improvement adaptable to subletting into separate units, Lessee may let or sublet such units with written consent of the Department, but not otherwise. The Department has not consented to any assignments or sublets as of the effective date of this lease.

It is specifically understood and agreed that the Lessee shall not raise the existing rates on lessees named on Exhibit A during the term of the Lease without written approval of the Department.

Lessee specifically waives as an obligation of Department the provisions of Sections 1941 and 1942 of the Civil Code, which read as follows:

"Section Nineteen Hundred and Forty-one. The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except as are mentioned in section nineteen hundred and twenty-nine."

“1942. (a) If within a reasonable time after written or notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, , of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself, where the cost of such repair does not require an expenditure greater than one month's rent of the premises and deduct the expense of such repair from the rent when due, or the Lessee may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.”

10. LITIGATION COSTS: In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

11. VACATING THE PROPERTY: At the expiration of the term, or any sooner termination of this Lease, Lessee shall quit and surrender possession of the property and its appurtenances, to Department in as good order and condition as the property was delivered to the Lessee, reasonable wear and tear and damage by the elements excepted. Prior to the expiration of the term, or any sooner termination of this lease, Lessee shall notify Department to perform a move-out inspection.

12. HOLD OVER: Should the Lessee hold over after the expiration of the term of this Lease with the consent of the Department, express or implied, the tenancy shall be deemed to be a tenancy only from month to month, subject otherwise to all the terms and conditions of this Lease so far as applicable.

13. FIRE INSURANCE: Department will not keep the property insured against fire or any other insurable risk, and Lessee will make no claim of any nature against Department by reason of any damage to Lessee's property in the event it is damaged or destroyed by fire or by any other cause.

14. PREVIOUS AGREEMENTS: In the event there is any existing lease or rental agreement between Lessee and Department (or its predecessor in interest) covering the property, it is agreed and understood that this Lease shall cancel and terminate said prior Lease or Rental Agreement as of the effective date of this Lease.

15. RELOCATION PAYMENT: No Relocation Payment will be made to Lessee by Department except as provided by law.

Lessee shall furnish each person who commences tenancy after the effective date of this Lease with two copies of the Department's form notice advising that no relocation payments will be made. One copy of such notice shall be acknowledged by the Lessee and returned to Department by the Lessee. Should Department be obligated to pay any Lessee benefits under the State or Federal Uniform Relocation Assistance Act (Government Code §7260, et seq.; 42 United States Code §4601, et. seq.) as a result of Lessee's failure to notify such Lessee (1) that the premises are owned by the State of California, Department of Transportation, and (2) that such Lessee is not eligible to receive relocation assistance, Lessee shall reimburse Department for the amount expended in providing such Lessee with benefits. The failure of Lessee to make payment to Department under the provisions of this paragraph within thirty (30) days of the date of billing therefor by Department shall constitute a breach of this Lease.

16. POSSESSORY INTEREST: The Lessee's interest is subject to a possessory interest tax (tax) that may be imposed by the City or County. However, the Department is required to pay any such tax directly to the City or County on behalf of the Lessee. The amount of rent charged the Lessee reflects the cost of this added responsibility to the Department.

Tax bills inadvertently received by the Lessee should be forwarded to the Department for payment.

17. NONLIABILITY OF DEPARTMENT: Nothing in the provisions of this Lease Agreement is intended to create duties or obligations to or rights in third parties not parties to this Lease Agreement or affect the legal liability of either party to the Lease Agreement by imposing any standard of care respecting

the duties and obligations under this Lease Agreement different from the standard of care imposed by law.

It is understood and agreed that this Lease Agreement is made upon the express condition that State of California and any officer or employee thereof is to be free from all responsibility, liability, claims, suits or actions of every name, kind and description, brought for or on account of injury to any person or persons, including Lessee, or to property of any kind whatsoever and to whomsoever belonging, including Lessee, occurring on or about the premises, or from any cause or causes resulting from the operations and/or use of the premises, or the sidewalks adjacent thereto, by Lessee, Lessee's agents, customers, business invitees and/or any persons acting on Lessee's behalf. It is also understood and agreed that Lessee shall defend, indemnify and save harmless State of California, all officers and employees thereof, from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this Lease Agreement.

Lessee waives any and all rights to any type of express and implied indemnity against State of California, its officers or employees.

It is the intent of the parties that Lessee will indemnify and hold harmless State of California, its officers or employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault, whether active or passive, primary or secondary, on the part of State of California, other than its sole negligence.

18. LIABILITY AND PROPERTY DAMAGE INSURANCE: Lessee shall, at Lessee's expense, take out and keep in force during the within tenancy.

General liability insurance providing coverage in the amount of one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Liability combined, in a company or companies to be approved by the Department, to protect Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and description, brought forth, or on account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of or resulting from any and every cause occurring in or about the property which is the subject of this Lease, including any and all claims, suits or actions for damage to vehicles on the property.

With respect to third-party claims against the Lessee, the Lessee waives any and all rights to any type of express or implied indemnity against the Department, its officers or employees.

It is the intent of the parties that the Lessee will indemnify, defend and hold harmless the Department, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence on the part of the Department, the Lessee, the officers or employees of either of these, other than the sole negligence of the Department, its officers and employees.

Nothing in this Lease is intended to create the public or any member thereof a third-party beneficiary hereunder, nor is any term or condition or other provision of the Lease intended to establish a standard of care owed to the public or any member thereof.

Said policies shall name the Department as an additional insured and shall inure to the contingent liabilities, if any, of the Department, and the officers, agents, and employees of Department and shall obligate the insurance carriers to notify Department, in writing, not less than thirty (30) days prior to the cancellation thereof, or any other change affecting the coverage of the policies. Lessee shall furnish to Department either a certified copy of each and every such policy or a fully executed "CERTIFICATE OF INSURANCE WITH ENDORSEMENT FOR LEASE OF STATE-OWNED PROPERTY" within not more than ten (10) days after the effective date of the policy. Lessee agrees that if Lessee does not keep such insurance in full force and effect, Department shall have the right to immediately terminate this Lease.

19. NONDISCRIMINATION: The Lessee(s), for themselves, their heirs, personal representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that Lessee(s) shall maintain and operate any facilities on the land or services offered thereon in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Lessee(s) also agrees that in the event of breach of any of the above nondiscrimination covenants, the State of California shall have the right to terminate the lease and to reenter and repossess said land and the facilities thereon and hold the same as if said lease had never been made or issued.

All services and/or benefits to be derived from any right of way activity undertaken by the Department, including the leasing and management of this property, will be administered without regard to race, color, national origin, sex, disability, religion, sexual orientation, and age under any program or activity receiving federal financial assistance in compliance with Title VI of the 1964 Civil Rights Act and related federal statutes and state law.

20. WAIVER: If any part of this Agreement is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by the Lessor, the remaining portions of this Agreement shall remain in full force and effect. The receipt by the Lessor of rent with the knowledge of any breach of a provision of this Agreement shall not constitute a waiver of such breach.

21. ENCUMBRANCES: Lessee shall not encumber the leased premises in any manner whatsoever.

22. ASSIGNMENT FOR BENEFIT OF CREDITORS, INSOLVENCY, OR

BANKRUPTCY: Appointment of a receiver to take possession of Lessee's assets, Lessee's general assignment for benefit of creditors, or Lessee's insolvency or taking or suffering action under the Bankruptcy Act is a breach of this Lease and this Lease shall terminate.

23. HAZARDOUS MATERIALS: Hazardous materials are those substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Title 22 of the above Code, as well as any other substance which poses a hazard to health or environment.

Except as otherwise permitted in this Lease, Lessee shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Lessee cause or allow the deposit or disposal of any such substance on the lease property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the leased premises in quantities reasonable for current needs.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the lease premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

Breach of any of these covenants, terms, and conditions shall give Department authority to immediately terminate this lease. It is the intent of the parties hereto that Lessee shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the premises during Lessee's period of use and possession as owner, operator or Lessee of the property. Lessee shall also be responsible for any cleanup and decontamination on or off the leased premises necessitated by such materials or waste.

Lessee shall further hold the State, and any officer or employee, harmless from all responsibility, liability and claim for damages resulting from the presence or use of hazardous materials on the premises during Lessee's period of use and possession.

24. WATER POLLUTION CONTROL:

(Use the following four paragraphs if property will be used for RESIDENTIAL purposes. If master tenancy is for NON-RESIDENTIAL use, see Optional Clauses for the NON-RESIDENTIAL storm water paragraphs.)

Lessee shall not allow the discharge of contaminated storm water runoff or unauthorized non-storm water discharges to any private or public storm water drainage systems, which may include but are not limited to: discharges of runoff containing chemicals, fuels, grease, oil, or other hazardous materials; discharges of pool or fountain water containing chlorine, biocides, or other chemicals and discharges of pool or fountain filter backwash water; discharges of sediment, pet waste, vegetation clippings, or other landscape or construction-related wastes; discharge of runoff from washing toxic materials from paved or unpaved areas; and discharge of materials such as litter, landscape debris, construction debris, or any federally banned pesticides.

In addition, Lessee shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

Lessee shall implement best management practices (BMPs) shown in the attached Residential Stormwater Pollution Prevention Fact Sheet, attached hereto as Exhibit ___ and incorporated herein by this reference.

[RW instructions - Attach Residential Fact Sheet to agreement. Fact Sheet is in the RW Property Management and Airspace Storm Water Guidance Manual.]

In the event of conflict between the attached Fact Sheet and this Lease, this Lease shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

- 25. POSTING OF PROPERTY:** Department or its agents shall at all times have the right to go upon and inspect the leased property and to serve or to post thereon any notice required or permitted by law for protection of any right or interest of Department.
- 26. AMENDMENTS:** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto.
- 27. HEADINGS:** The marginal or clause headings of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- 28. COUNTERPARTS:** This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Department and Lessee intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.
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BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO IMMEDIATELY TERMINATE THIS LEASE.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Lessee's Name)

APPROVAL RECOMMENDED

(Type Lessee's Name)

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

Exhibit A (Example)3621-53 West 120th Street, Inglewood, California

Address	Apt. No.	Tenant	Rental	No. of Bedrooms
3621	1	Vacant	\$ 75.00	Single
3621	2	M. Morris	105.00	1
3621	3	E. Davis	105.00	1
3621	4	M. Smith	130.00	2
3621	5	Vacant	75.00	Single
3621	6	A. Cerral	85.00	Single
3625	1	M. Wagner	105.00	1
3625	2	J. Ebel	100.00	1
3625	3	A. Brown	130.00	2
3629	1	Vacant	105.00	1
3629	2	R. Douglas	105.00	1
3629	3	E. Gaar	132.50	2
3633	1	H. Baker	100.00	1
3633	2	C. King	100.00	1
3633	3	M. Moore	137.50	2
3637	1	J. West	100.00	1
3637	2	G. Pierson	105.00	1
3637	3	A. Palmieri	132.50	2
3641	1	Q. Parramou	105.00	1
3641	2	S. Carter	100.00	1
3641	3	E. Davis	130.00	2
3645	1	de la Cruz	100.00	1
3645	2	Y. Gray	100.00	1
3645	3	C. Manson	137.50	2
3649	1	E. Coakley	100.00	1
3649	2	F. Fenderson	100.00	1
3649	3	C. Barrett	132.50	2
3653	1	M. Thomas	100.00	1
3653	2	R. Gannigan	105.00	1
3653	3	J. de Hoop	125.00	2

OPTIONAL CLAUSES TO BE USED AS NEEDED

(NON-RESIDENTIAL master tenancies - substitute the following Paragraph 24. and add Paragraph 25.)

24. WATER POLLUTION CONTROL:

Lessee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharges to private or public storm water drainage systems. Lessee shall comply with State and Federal storm water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non-storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

In order to prevent the discharge of pollutants, spilled or leaked fluids, and any other wastewater into the storm water drainage system, Lessee shall not allow vehicle or equipment washing, fueling, maintenance and repair on the premises, unless separately authorized by this lease agreement for industrial activity.

Lessee shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet(s), attached hereto as Exhibit ___ and incorporated herein by this reference, for:

[RW instructions - Insert title of applicable Fact Sheet(s) from the RW Property Management and Airspace Storm Water Guidance Manual - e.g., parking lot, retail, office, storage, etc. Attach Fact Sheet(s) to Lease.]

Lessee shall identify any other potential sources of storm water and non-storm water pollution resulting from Lessee's activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet(s), and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right-of-Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department's District Right of Way office or online at the [RW Storm Water website](#). In the event of conflict between the attached Fact Sheet(s) and this Lease, this Lease shall control.

Lessee shall provide Department with the Standard Industrial Classification (SIC) code applicable to Lessee's facilities and activities on the lease premises. A list of regulated SIC codes may be found at the [State Water Resources Control Board \(SWRCB\)'s website](#). Other SIC codes may be found at the [US Labor Department's website](#).

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or the testing of sewer systems, storm drains, or watercourses on the premises.

25. INDUSTRIAL GENERAL PERMIT: For any activities conducted on the lease premises listed in Attachment A to General Permit Order 2014-0057-DWQ (Industrial General Permit) issued by the State Water Resources Control Board (SWRCB), Lessee shall develop, implement and maintain a Storm Water Pollution Prevention Plan (SWPPP) covering those activities. Information on the Industrial General Permit is electronically available at the [SWRCB website](#). Lessee will address storm water and water quality protection by implementing appropriate best management practices (BMPs) described in the SWPPP. A copy of the SWPPP, including any updates, will be provided to the Department and also maintained on the lease premises.

Lessee shall also provide a copy of the following: Notice of Intent (NOI) or No Exposure Certification (NEC) filed with the SWRCB; Receipt Letter from SWRCB showing Waste Discharge Identification (WDID) Number; and Notice of Termination (NOT), if applicable. Lessee is solely responsible for compliance with the General Industrial Permit.

Lessee is solely responsible for compliance with the Industrial General Permit and SWPPP and shall indemnify, defend, and hold Department, its officers, agents, and employees harmless from all responsibility, liability, and claims for damages resulting from the performance or nonperformance of Lessee(s) obligations under the Industrial General Permit and SWPPP.

**RENTALS
SEALED BID FOR:**

(Parcel#) – (Address)
(City), California

To be Opened in (Location/Room#) at
(Time), (Date)

**Department of Transportation
Division of Right of Way and Land
Surveys, Property Management
Attn: (Agent's Name)
(District Mailing Address)
(City), California (Zip Code)**

**Print on District Letterhead*

(Current Date)

03-Sac-80-PM 1.4
Parcel 12345
9521 Folsom Blvd.

Mr. John Doe
4534 June Way
Sacramento, California 95825

Dear Mr. Doe:

This is to notify you of the results of the bid opening for the Master Tenancy at 9251 Folsom Boulevard, Sacramento.

The bid opening was held at 2:00 P.M., October 20, 1981. The high bidder was Phoenix Fellowship, Inc. with a bid of \$555 per month. There were a total of six bids.

Thank you for your interest and your bid on this property.

Sincerely,

G. J. Smith
Sacramento Area
Property Manager

cc: J. R. Thomas

GJS:jt

Public Notice

Any person commencing tenancy in these premises after _____, 20____, will NOT be eligible for Relocation Assistance Payments as provided in Government Code Sections 7260 through 7277.

State of California

Department of Transportation

Telephone No.

*Not to scale

Sign to be a minimum of 2' X 2'

STATE AS LESSEE LEASE AGREEMENT

LEASE COVERING PREMISES LOCATED AT:

DEPARTMENT'S HIGHWAY CONSTRUCTION CONTRACT NO.:

DEPARTMENT'S HIGHWAY PROJECT DESCRIPTION:

PREAMBLE: This LEASE is made and entered into this day pursuant to Government Code, Section 11005 and Streets and Highways Code, Sections 104 and 141 by and between _____, hereinafter called the Lessor, without distinction as to number or gender, and the State of California, Department of Transportation, hereinafter called the Department;

WITNESSETH

1) DESCRIPTION: The Lessor hereby leases unto the Department and the Department hereby hires from the Lessor those certain premises with the appurtenances situated in the City of _____, County of _____, State of California, and more particularly described as follows:

(Insert description)

Approximately _____ net usable square feet of office space on the _____ floor of the building located at _____ as outlined on Lessor provided CAD drawing of the floor plan attached hereto as Exhibit ___ and incorporated herein by this reference, and including ___ nonexclusive unobstructed parking spaces contiguous to the subject building, and unlimited use of the building's common facilities. Department shall have access to and use of the leased premises 24-hours per day, seven (7) days per week with no exceptions.

- 2) TERM:** The term of this lease shall commence on _____, _____, and shall end on _____, _____, or upon final acceptance and completion of Construction Contract No. _____, whichever comes first, with such rights of termination as may be hereinafter expressly set forth.
- 3) TERMINATION:** The Department may terminate this lease at any time effective on or after _____, 20____, by giving written notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. If the Department fails to complete its move out within the notice period and remains in the premises, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Department occupies the premises following the effective date of termination.
- 4) HOLDING OVER:** In the event the Department remains in possession of the premises after the expiration of the lease term, or any extension or renewal thereof, this lease shall be automatically extended on a month to month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable. If the last rental amount shown in Paragraph 7 included the amortization of a capital sum expended by Lessor for certain alterations and improvements, as described in a separate paragraph herein, and the capital sum has been fully amortized, the holdover rent shall be reduced by the amount of the monthly amortization. If the Department fails to vacate the premises within the notice period and remains for an extended period, additional rent shall be paid and prorated on a thirty (30) day month, based on the actual number of days the Department occupies the premises following the effective date of termination.
- 5) RENEWAL:** Lessor hereby agrees that this lease may be renewed for an additional _____ [set forth period(s)]. The extended term is to begin on the first day after the expiration of the initial term of this lease. Department's option of renewing this lease shall be exercised, in writing, by certified mail to Lessor at least sixty (60) days prior to the expiration date of this lease. The terms and conditions of the renewal lease shall be the same as the terms and conditions of this lease except that rental for the renewal lease shall be \$_____.
- 6) EARLY OCCUPANCY:** Lessor agrees that if the leased premises are ready for occupancy prior to the completion date specified in Paragraph 22, Department may elect to occupy the premises on the earliest date practical after its receipt of the herein required completion notice. The rent payable for any such early occupancy the Department shall be at the rate of \$_____ per month, and shall be prorated on a daily basis for any partial month.
-

7) RENT: Rental payments shall be billable on the last day of the calendar month during said term. Rental payments shall be paid by Department, from legally available funds and subject to the California Constitution, in arrears and within the timeframe outlined in Chapter 4.5 of Part 3 of Division 3.6 of Title 1 of the Government Code (also known as the California Prompt Payment Act), of each month during said term as follows:

Rental payments payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty (30) day month. Rental shall be paid to Lessor at the address specified in Paragraph 8 or to such other address as the Lessor may designate by a notice in writing. Lessor shall send all rent bills to the Department at the address specified in Paragraph 8:

If the premises are not complete pursuant to Paragraph 22 by the date shown in Paragraph 2, it is understood and agreed by and between the parties that, at the Department's sole option, the dates shown in Paragraphs 2 and 3 and the dates and dollar amounts shown in this paragraph may be adjusted to the first of the month following the Department's acceptance of the completed premises, such acceptance shall not unreasonably be withheld. If the Department exercises this option, it is agreed the Department will complete unilaterally an amendment to the lease to revise the herein above stated dates. Any accrued rents for the period of time prior to the unilaterally adjusted commencement date will be paid in accordance with Paragraph 6.

8) NOTICES: All notices and correspondence herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and either: 1) deposited in the United States mail, certified and postage prepaid; or 2) sent via an alternate commercial overnight delivery service (i.e. FedEx or similar) with receiver's signature required; and addressed as follows:

To the Lessor:

And to the
Department:

DEPARTMENT OF TRANSPORTATION

ALL NOTICES AND CORRESPONDENCES MUST REFERENCE PREMISES ADDRESS

Rental warrants shall be made payable to:

Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices and correspondence shall be mailed to either party may be changed by giving written notice to the other party.

9) TIME LIMIT AND PRIOR TENANCY: No rental shall accrue under this lease, nor shall the Department have any obligation to perform the covenants or observe the conditions herein contained until the leased premises have been made ready for occupancy in accordance with the provisions hereof. It is specifically agreed that in the event the leased premises are not completed and ready for occupancy by the Department on or before _____ 20__, then and in that event the Department may, at its option and in addition to any other remedies it may have, terminate this lease and be relieved of any further obligations hereunder, providing that a fair and reasonable allowance for the following delays shall be added to said time for completion:

- A. Acts of the Department, its agents or employees, or those claiming under agreement with or grant from the Department; or by
- B. The acts of God which Lessor could not reasonably have foreseen or guarded against; or by
- C. Any strikes, boycotts or like obstructive actions by employees or labor organizations and which are beyond control of Lessor, and which cannot be reasonably overcome; or by
- D. Restrictive regulations by the Federal Government which are enforced in connection with a National Emergency.

In the event that the Department elects to occupy premises before the work on the premises specified in Paragraph 22 is fully completed, the Department will provide the Lessor with a punch list of work remaining to be completed (referenced as the Department's "Punch List"). Lessor agrees that Lessor shall complete the remaining work no later than 14 calendar days from the date of receipt of said Punch List. If said Punch List is not completed within the specified 14-day period, Lessor agrees that, beginning on the first day after said 14-day period following occupancy of premises by the Department, rent may at the Department's sole option be reduced to \$_____ which is seventy percent (70%) of the base rent specified in Paragraph

7 herein (excluding any amortization payments) until such time that the Punch List work is completed in full and that such completion of work is inspected and accepted by the Department. The portion of the rent specified for amortization of tenant improvements, if any, shall continue to be paid in full without interruption.

It is understood and agreed that the rent reduction specified above does not relieve Lessor of its obligation to complete said work and the Department shall maintain all other remedies specified in the Lease.

It is understood by all parties hereto that it shall be the Lessor's responsibility to remove any prior tenant.

10) ASBESTOS: Lessor hereby warrants and guarantees that the space leased to the Department, common public areas, building maintenance and equipment areas, telephone closets, and plenums in the same heating, ventilating and air conditioning zone, are either free of Asbestos Containing Construction Material (ACCM) (as defined under Section 6501.8 of the California Labor Code) or, where asbestos has been identified, said material has been properly treated as required by law and said leased space is certified as safe for occupancy. In the event construction of the building, wherein the leased premises are located, was completed prior to 1979, the Lessor shall provide the Department with certification that the areas referred to above are free from ACCM, or that any identified ACCM has been properly treated as required by law and said leased premises are certified as safe for occupancy prior to the execution of this lease.

Certification shall be in the form of an ACCM survey report prepared by a qualified Industrial Hygienist, who shall be certified by the American Board of Industrial Hygiene (ABIH) or an Environmental Protection Agency (EPA) - Asbestos Hazard Emergency Response Act (AHERA) certified inspector. Bulk samples of suspected ACCM shall be analyzed by a laboratory certified by the Department of Health Services and recognized by the EPA's Quality Assurance Program using the Polarized Light Microscopy (PLM) method. Existing vinyl asbestos floor tile is acceptable if, in the opinion of the Department, it is not in damaged or deteriorated condition.

If at any time during the term of this lease, or any extension or renewal thereof, untreated ACCM is discovered within the space described above, or airborne ACCM is found to be entering the Department leased space from any other area within the building or buildings in which the Department leased space is located, the Lessor shall immediately, and at Lessor's sole cost and expense, cause the removal or lawful treatment of all ACCM that is determined to be affecting the Department leased space.

All removal or treatment work as required by the Department shall be performed by a licensed contractor certified by the Contractors State License Board and registered with the Division of Occupational Safety and Health (DOSH) within the California Department of Industrial Relations.

Additionally, Lessor shall be responsible for any and all direct or indirect costs associated with the removal or treatment of the above-described ACCM which includes, but is not limited to, actual costs to the Lessor for ACCM removal or treatment, all required reports monitoring before, during, and after removal or treatment; in effect all costs borne by the Lessor that in any way associated with the removal or treatment of ACCM from the Lessor's building. Copies of the air monitoring reports shall be furnished to the Department together with certification that the area is free of ACCM; or that any identified ACCM has been properly treated as required by law, and the area is certified as safe for occupancy.

If it is determined by the Department that for safety reasons its employees be relocated at any time prior to or during the removal or treatment of the ACCM, the Lessor shall provide comparable accommodating space (at no cost to the Department) throughout the removal process. The Lessor specifically agrees to pay for all costs associated with this move or reimburse the Department, if the Department paid for this cost, all reasonable administrative costs, moving costs of furniture, and data processing and telephone equipment.

In the event, after written notice is provided by the Department, the Lessor fails, refuses, or neglects to diligently pursue removal or lawful treatment of the above-described ACCM, the Department may effect such removal or treatment; and in addition to any other remedies it may have, deduct all reasonable costs of such removal or treatment and all costs associated in any way with the removal or treatment of the above-described ACCM from the rent that may then be or thereafter become due throughout the term of this lease.

In addition to any other remedies it may have, in the event the Lessor fails to diligently pursue removal or lawful treatment of ACCM, as required by the Department, the Department may, by notice in writing, terminate this lease, and be relieved of any obligations hereunder. In the event that the Department so terminates this lease, Lessor shall be liable to the Department for all expenses, losses, and damages reasonably incurred by the Department as a result of such termination; including but without being limited to additional rental which it will be necessary to pay for available similar replacement facility over what would have been the remaining balance of the lease term plus any option periods, costs, and costs of moving furniture and data processing and telephone equipment.

The Lessor shall indemnify, defend, and hold the Department and its officers and employees harmless from and against any and all losses, damages, judgments, expenses, (including court costs and reasonable attorney fees), or claims whatsoever, arising out of, or in any way connected with or related to, directly or indirectly, the presence of ACCM within the Department-leased space or the building in which the leased premises are located.

11) SERVICES, UTILITIES AND SUPPLIES: Lessor shall furnish to Department, during the lease term, at Lessor's sole cost and expense, the following services, utilities, and supplies to the area leased by the Department, and also to the "common" building areas (if any) such as lobbies, elevators, stairways, corridors, etc., which Department shares with other tenants, if any (List):

Example:

Janitorial service, including but not limited to, regular cleaning of office areas and rest rooms, toilet supplies, and waste disposal.
All utilities except telephone.

Daily:

As needed, but not less frequently than:

Weekly:

Twice Weekly:

Quarterly:

Semi-annually:

Annually:

In the event of failure by the Lessor to furnish any of the above services, utilities, or supplies in a satisfactory manner, the Department may furnish the same at its own cost; and, in addition to any other remedy the Department may have, may deduct the amount thereof, including Department's administrative costs, from the rent that may then be, or thereafter become due hereunder.

12) REPAIR AND MAINTENANCE: During the lease term, the Lessor shall keep the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, including the maintenance of the plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in an operative condition except in case of damage arising from the act or negligence of the Department's agents, invitees or employees. Maintenance shall include but is not limited to furnishing and replacing electrical light fixture ballasts and air conditioning and ventilating equipment filter pads.

In case Lessor shall, after notice in writing (which includes letter, memorandum, signed and dated note, e-mail message and or telephone facsimile) from the Department requiring the Lessor to comply with the requirements of this paragraph in regard to a specific condition, fail, refuse, or neglect to comply herewith, or in the event of any emergency constituting a hazard to the health or safety of the Department's employees, property, or invitees, it shall then be lawful for the Department, in addition to any other remedy the Department may have, to make such repair at its own cost and to deduct the amount thereof from the rent that may then be or thereafter become due hereunder. This deduction may be in addition to any penalties incurred for delay in repairs caused by the Lessor, as stated previously within this lease section.

13) ALTERATIONS: The Department shall have the right, only with Lessor's consent, during the existence of this lease to make alterations, attach fixtures and erect additions, structures or signs in or upon the leased premises, provided such activities do not damage the building, or other Lessor's buildings appearances or interfere or harm other Lessor's buildings or right of way (ingress or egress). Such fixtures, additions, structures, or signs so placed in or upon or attached to the premises under this lease or any extension hereof shall be and remain the property of the Department and may be removed therefrom by the Department prior to the termination or expiration of this lease or any renewal or extension hereof, or within a reasonable time thereafter. *(List Department alterations, if known.)*

The Department shall also have the right to erect a radio transmitter antenna upon the leased premises. Said antenna shall remain the property of the Department and may be removed therefrom by the Department prior to the termination of this lease.

Upon termination of the lease, such structures, etc., above mentioned may be removed by Department after repairs to buildings, etc., are made, wherever they had been positioned.

- 14) ASSIGNMENT AND SUBLETTING:** The Department shall not assign this lease without prior written consent of the Lessor, which shall not be unreasonably withheld, but shall, in any event, have the right to sublet the leased premises.
- 15) QUIET POSSESSION:** The Lessor agrees that the Department, while keeping and performing the covenants herein contained, shall at all times during the existence of this lease peaceably and quietly, have, hold, and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.
- 16) INSPECTION:** The Lessor reserves the right to enter and inspect the leased premises at reasonable times, and to render services and make any necessary repairs to the premises.
- 17) DESTRUCTION:** If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises unusable for the purpose intended, Lessor shall effect restoration of the premises as quickly as is reasonably possible, but in any event within thirty (30) days.

In the event such casualty shall render more than ten (10) percent of such floor space unusable but not constitute total destruction, Lessor shall forthwith give notice to Department of the specific number of days required to repair the same. If Lessor under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety (90) days to complete from date such notice is given, Department, in either such event, at its option, may terminate this lease or, upon notice to Lessor, may elect to undertake the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and Department.

In the event of any such destruction other than total, where the Department has not terminated the lease as herein provided, or pursuant to the terms hereof has not elected to make the repairs itself, Lessor shall diligently prosecute the repair of said premises and, in any event, if said repairs are not completed within the period of thirty (30) days for destruction aggregating the ten (10) percent or less of the floor space, or within the period specified in Lessor's notice in connection with partial destruction aggregating more than ten (10) percent, the Department shall have the option to terminate this lease or complete the repairs itself, deducting the cost thereof from the rental due or to become due under this lease and any other lease between Lessor and Department.

In the event the Department remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the Department is thus precluded from occupying bears to the total net square feet in the lease premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and restrooms.

It is understood and agreed that the Department or its agent has the right to enter its destroyed or partially destroyed leased facilities no matter what the condition. At the Department's request, the lessor shall immediately identify an appropriate route through the building to access the Department leased space. If the Lessor cannot identify an appropriate access route, it is agreed that the Department may use any and all means of access at its discretion in order to enter its leased space.

18) FAIR EMPLOYMENT PRACTICES: During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Lessor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

The provisions of the California Fair Employment and Housing Act (Government Code §12900 et seq.), the regulations promulgated thereunder, (California Code of Regulations, Title 2, Section 11000 et. seq.), and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8) are hereby incorporated herein by reference and made a part hereof as completely and fully as if set out at length herein.

19) PEACEFUL SURRENDER: Upon termination or expiration of this lease, the Department will peaceably surrender to the Lessor the leased premises in good condition as when received, reasonable use and wear thereof and damage by earthquake, fire, public calamity, by the elements, by acts of God, or circumstances over which Department has no control or for which Lessor is responsible pursuant to this lease, excepted.

The Department shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it, save and except in the event Department elects to remove any such improvements or fixtures and such removal causes damage or injury to the demised premises, and then only to the extent of any such damage or injury.

- 20) SUBROGATION WAIVED:** To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises, Lessor releases the Department from liability for any loss or damage covered by said insurance and waives subrogation rights of the insurer.
- 21) TIME OF ESSENCE:** Time is the essence of this lease, and the terms and provisions of this lease shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. All of the parties shall be jointly and severally liable hereunder.
- 22) LESSOR IMPROVEMENTS TO BE MADE:** It is agreed that the Lessor, prior to _____, 20__, and at Lessor's sole cost and expense, shall make the following improvements utilizing Lessor's building standard materials, finishes, and quantities, and shall be completed and the leased premises made ready for the Department's occupancy before this lease becomes effective:
- _____
- _____
- 23) PARKING:** Lessor, at Lessor's sole cost and expense, shall provide _____ parking spaces, which shall be clearly marked as assigned to the Department. Said parking spaces will be arranged and maintained so as to provide unobstructed access to each parking space at any time. In addition to any assigned parking spaces, Department and its invitees shall have equal access to common spaces provided to all tenants on a first-come, first-served basis.
- Trucks, cars, and other mobile equipment under the control of the Department or Department's employees shall not be parked in such a manner as to obstruct other leased properties, appearances, or right of way or reduce their business exposure to their public trade. Lessor agrees to have other lessees also observe these courtesies to the Department's vehicles.
- 24) PREVAILING WAGE PROVISION:** The Lessor agrees to comply with the terms and conditions of 11-EX-43, which contains prevailing wage language, and are by this reference made a part of the Lease.
- 25) CODE COMPLIANCE:** The premises shall conform to all local zoning laws, ordinances, California Code of Regulations (CCR) Title 24, local building code or the current Uniform Building Code, whichever is more demanding in its requirements.

Premises shall also conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA) and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall furnish

certification from the local Fire Marshal that quarters comply with local fire regulations or CCR Title 19, as appropriate. If fire, safety, or health hazards are detected either before or after occupancy by the Department, Lessor shall correct them at Lessor's sole cost and expense.

26) SERVICE COMPANIES: Within fifteen (15) days after occupancy of the leased premises by the Department, Lessor shall provide the Department with the name, address, and telephone number of an agency or persons convenient to the Department as a local source of service regarding the Lessor's responsibilities under this lease as to repairs, maintenance, and servicing of the premises and any or all related equipment, fixtures, and appurtenances.

27) SERVICE CREDIT: Lessor agrees that the rental provided under the terms of Paragraph 7 hereof is based in part upon the costs of the services, utilities, and supplies to be furnished by Lessor in accordance with Paragraph 11 hereof. In the event the Department vacates the premises prior to the end of the term of this lease, or, if after notice in writing from the Department, all or any part of such services, utilities or supplies for any reason are not used by the Department, then, in such event, the monthly rental as to each month or portion thereof as to which such services, utilities, or supplies are not used by the Department shall be reduced by an amount equal to the average monthly costs of such unused services, utilities, or supplies during the six-month period immediately preceding the first month in which such services, utilities, or supplies are not used.

28) NO ORAL AGREEMENTS: It is mutually understood and agreed that no alterations or variations of the terms of this lease shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

29) SERVICE CONTRACTS WAGES AND BENEFITS: All janitorial and housekeeping services, custodians, food services workers, laundry workers, window cleaners and security guards provided by Lessor pursuant to the provisions of this lease shall be in full compliance with the requirements of California Government Code Section 19134, if applicable, including but not limited to the following:

A. Lessor agrees that service contract agreements for such services will provide employee wages and benefits that are valued at eight-five percent (85%) of the State of California's cost of providing comparable wages and benefits to state employees performing similar duties. For these purposes, benefits include health, dental, vision, retirement, holiday pay, sick pay and vacation pay.

- B. Lessor shall ensure that each contractor and subcontractor providing such services is provided a copy of the applicable regulations for California Government Code Section 19134.
- C. Lessor agrees to certify on a quarterly basis that all contracts executed by Lessor are in compliance with Government Code 19134.
- D. Lessor agrees to include in the service contract agreements the applicable reporting, audit and termination for breach provisions as described in the applicable regulations for California Government Code Section 19134.

30) CONSTRUCTION-RELATED ACCESSIBILITY STANDARD COMPLIANCY ACT: Pursuant to California Civil Code Section 1938, the Lessor states that the leased premises:

- have not undergone an inspection by a Certified Access Specialist (CAsp). A 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 premises, the Lessor may not prohibit the tenant from obtaining a CAsp inspection of the premises for occupancy by the tenant, if requested by the 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.
 - have undergone an inspection by a Certified Access Specialist (CAsp) and it was determined that the leased premises met all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53 et. seq. Lessor shall provide a copy of the current disability access inspection certificate and any inspection report to the Department within seven days of the date of execution of the lease pursuant to subdivision (b) of California Civil Code Section 1938.
 - have undergone an inspection by a Certified Access Specialist (CAsp) and it was determined that the leased premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code Section 55.53 et. seq. Lessor shall provide a copy of any inspection report to the Department prior to the execution of the lease. If the report is not provided to the Department at least 48 -hours prior to execution of the lease, the Department shall have the right to rescind the lease, based upon the information contained in the report, for 72-hours after execution of the lease.
-

- 31) WAIVER:** If any part of this lease is invalid by reason of law or governmental regulations, or if any provisions hereof are waived by the Department, the remaining portions of this lease shall remain in full force and effect. The receipt by the Lessor of rent with the knowledge of any breach of a provision of this lease shall not constitute a waiver of such breach.
- 32) DVBE PARTICIPATION REQUIREMENT:** The Department supports the use of Disabled Veteran Business Enterprise (DVBE) and Lessor hereby represents and certifies that it has fully complied with all Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code, Section 10115 et seq., and further agrees that the Department or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Lessor agrees to provide the Department or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Lessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.
-

33) COUNTERPARTS: This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Lessor and Department intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date hereafter affixed.

By: _____

Date: _____

Lessor

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By: _____

Title: _____

Date: _____

(OPTIONAL CLAUSES TO BE USED IF NEEDED)

Note: The following are optional clauses, any of which a Lessor **might require**. These are furnished in the interest of Department uniformity and acceptability. It is not intended that you “volunteer” the use of the clauses. However, if the Lessor requires any of these clauses in the Lease, it is preferable to use the Department's version rather than the Lessor's.

1) INDEMNIFICATION: Nothing in the provisions of this lease agreement is intended to create duties or obligations to or rights in third parties to this lease agreement or affect the legal liability of either party to the lease agreement by imposing any standard of care respecting the duties and obligation, under this lease agreement different from the standard of care imposed by law.

It is understood and agreed that this lease agreement is made upon the express condition that Lessor is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Department, or property of any kind whatsoever and to whomsoever belonging, including Department, from any cause or causes resulting from the operations and/or use of the premises, by Department, its agents, customers, business invitees and/or any persons acting on Department's behalf. It is also understood and agreed that Department shall defend, indemnify and save harmless Lessor from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this lease agreement.

It is understood and agreed that this lease agreement is made upon the express condition that Lessee, State of California, is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Lessor, or property of any kind whatsoever and to whomsoever belonging, including Lessor, from any cause or causes not resulting from the operations and/or use of the premises, by Lessee, its agents, customers, business invitees and/or any persons acting on Lessee's behalf. It is also understood and agreed that Lessor shall defend, indemnify and save harmless Lessee from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property not arising from any aforesaid cause or causes during the term of this lease agreement.

2) CPI ESCALATION CLAUSE: The monthly rent provided for in lease clause shall be subject to adjustment at the commencement of the year of the term and every _____ year(s) thereafter, as follows:

The base for computing the adjustment is the Consumer Price Index for All Urban Consumers for _____*, published by the United States Department of Labor, Bureau of Labor Statistics (Index), which is published for the period immediately preceding the date of the commencement of the term (Beginning Index). If the Index published for the period immediately preceding the adjustment date (Adjustment Index) has increased over the Beginning Index, the monthly rent for the following _____ year period shall be set by multiplying the monthly rent set forth in lease clause _____ by a fraction, the numerator of which is the Adjustment Index and denominator of which is Beginning Index. In no case shall the adjusted monthly rent be less than the monthly rent set forth in lease clause _____.

If the Index is changed so that the base year differs from that used as of the period immediately preceding the date on which the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. In the event Lessor and Lessee fail to agree on the selection of a replacement price index, the selection of the same shall be determined by the Presiding Judge of the Superior Court of the State of California in _____ County, and his decision shall be final and conclusive upon the parties.

* U.S. City Average, San Francisco/Oakland, San Diego or Los Angeles/Long Beach- whichever is most appropriate.

3) NOTICE OF COMPLETION AND ACCESS TO PREMISES DURING CONSTRUCTION: Lessor shall notify the Department in writing by certified mail of the date the leased premises will be completed and ready for occupancy at least thirty (30) days prior thereto. Such notice shall be in a condition precedent to the accrual of rent hereunder, except, however, that if the Department occupies the premises prior to the receipt of such notice or prior to the expiration of the notice period of such notice, rental shall commence to accrue as of the date of occupancy.

Following execution of this lease, and not more than sixty (60) days prior to completion of construction and occupancy under this lease, Department or its contractors or other representatives shall have the right to enter the premises for

the purpose of installing certain equipment such as, but not limited to, furniture, and electrical and telecommunications cabling and equipment.

Department agrees to indemnify and hold Lessor harmless from and against any claims, damages, or other injury suffered by Lessor as a result of the work to be performed pursuant to this right to enter the premises prior to Department's acceptance and occupancy of the premises. Lessor agrees to indemnify and hold Department and its agents, contractors or other representatives harmless from and against any claims, damages, injury or other harm suffered by reason of the negligence or other wrongful act of Lessor or any of Lessor's agents, contractors, or other representatives.

In no event shall the exercise of this right of entry be construed to cause an acceleration of the occupancy date of this lease or the obligation of the Department to pay rent.

Lessor and Department shall each make all reasonable efforts to ensure that the respective construction and installation work is scheduled in such a manner so as to not interfere with or delay the other.

In the event that one or the other party causes a delay in the other party's work, such injured party shall be compensated in the following manner:

Delays caused by the Lessor:

Credit the Department a compensating day of delay in the occupancy date and corresponding day of delay in payment of rent.

Delays caused by the Department:

Credit the Lessor a compensating day of payment of rent from the actual date of occupancy.

Compensation will be in one-day increments.

The parties agree that this shall be the sole remedy for delay, in that the calculation of damages in any other manner is too uncertain and not susceptible of accurate determination.

Optional Clauses to Use with Clause 3

4) CONFORMITY TO EXHIBITS: Occupancy of the leased premises by the Department shall not relieve Lessor in any respect from full compliance at all times with aforesaid Exhibits ____ and _____. It is further understood and agreed that any installation not in conformity with said Exhibits ____ and _____ shall be immediately corrected by the Lessor at Lessor's sole cost and expense. In the event Lessor shall, after notice in writing from the Department requiring the Lessor to comply with the requirements of this paragraph in regard to specified condition, fail, refuse or neglect to remedy such condition, Department may terminate this lease without further obligation, or as to such specified condition, at its option and in addition to any other remedy the Department may have, withhold rent due and bring the leased premises into conformity with said Exhibits at its own cost including Department's administrative costs, if any, and deduct the amount thereof from the rent that may then be or thereafter become due hereunder.

THIS LEASE, made and entered into this _____ day of _____, 20____, by and between _____, hereinafter called the Lessor, without distinction as to number or gender, and the State of California, acting by and through the Director of the Department of Transportation hereinafter called the State;

WITNESSETH

- 1) DESCRIPTION:** The Lessor hereby leases unto the State and the State hereby hires from the Lessor that certain property situated in the City of _____, County of _____, State of California, and more particularly described as follows:

(Example: A "Park and Ride Lot" comprising 50 automobile parking spaces in the lower parking lot at St. William's Catholic Church shown as Attachment "A" and made a part of this lease, including the following improvements: None--Blacktop parking area only.)

A visual representation of the lease area is indicated on the aerial map attached hereto as Attachment ___ and incorporated herein by this reference.

- 2) TERM:** The term of this lease shall commence on _____, 20____, and shall end on _____, 20____, with such rights of termination as may be hereinafter expressly set forth.

- 3) RENT:** The rent shall be as follows:

(Example: The total rental of \$-0- (zero dollars) shall consist of resurfacing and striping the lower parking lot at St. William's Catholic Church. Said resurfacing shall take place in the 1985/86 State fiscal year at no cost to Lessor. The area to be resurfaced is .38 acre (16,552 ± s.f.). Resurfacing material shall be 10 foot A.C. surfacing.)

4) USE:

- a) State shall use the property for the following purposes only:
The specified "Park and Ride" staging area may be used as parking lot by persons traveling in carpools or other ridesharing vehicles. State will, at its own expense, place signs and painted stripes, with Lessor's advance approval, to designate the specified staging area. Upon termination of this Agreement, State will remove the signs and obliterate the stripes.
- b) State shall not commit, suffer, or permit any waste on said property and shall comply with all Federal, State, and local laws and ordinances concerning said property and the use thereof.
- c) State may use Lessor's property surrounding the premises for vehicle and pedestrian ingress and egress and circulation for persons in carpools as shown in Attachment ____.
- d) Trucks, cars and other mobile equipment under the control of State or private owners shall not be parked in such a manner as to obstruct access to or circulation on the property, nor to detract from appearances or utility.
- e) Lessor agrees that State, keeping and performing the covenants and agreements herein contained on the part of State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly, have, hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.

5) RIGHT OF ENTRY: State shall permit Lessor or its agents to enter upon the property at any reasonable time to inspect same.

6) TERMINATION: This lease shall be subject to cancellation and termination by State at any time during the term hereof by giving the Lessor notice in writing at least 180 days prior to the date when such termination shall become effective.

7) NOTICES: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed addressed as follows: To the Lessor at the address above stated and to State c/o Department of Transportation, _____. The address to which the notices shall be mailed to either party may be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. State shall also be able to serve notices by posting and subsequent mailing to Lessor.

- 8) CONDITION AND REPAIRS:** The State will provide reasonable maintenance for the designated staging area and improvements thereon. Lessor agrees to notify State promptly of defects in parking areas which could give rise to third party injury or damage, even though State may make periodic inspections of the premises.
- 9) ASSIGNMENT AND SUBLETTING:** State shall not assign or sublet this lease, and shall not make or suffer any alteration to be made in or on the property without the written consent of the Lessor.
- 10) LITIGATION COSTS:** In the event that a suit is necessary to enforce any of the provisions herein contained, or to recover possession of the premises, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.
- 11) VACATING THE PROPERTY:** At the expiration of the term, or any sooner termination of this lease, State shall quit and surrender possession of the property and its appurtenances, to Lessor in as good order and condition as the property was delivered to the State, reasonable wear and tear and damage by the elements excepted.
- 12) PREVIOUS AGREEMENTS:** In the event there is any existing lease or rental agreement between State and Lessor (or its predecessor in interest) covering the property, it is agreed and understood that this lease shall cancel and terminate said prior lease or rental agreement as of the effective date of this lease.
- 13) GOVERNMENTAL CHARGES:** State will have no obligation to pay any taxes, assessments, or governmental charges against the premises.
- 14) INDEMNIFICATION:** Nothing in the provisions of this lease agreement is intended to create duties or obligations to or rights in third parties to this lease agreement or affect the legal liability of either party to the lease agreement by imposing any standard of care respecting the duties and obligations under this lease agreement different from the standard of care imposed by law.

It is understood and agreed that this lease agreement is made upon the express condition that Lessor is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the State, or property of any kind whatsoever and to whomsoever belonging, including State, from any cause or causes resulting from the operations and/or use of the premises, by State, its agents,

customers, business invitees and/or any persons acting on State's behalf. It is also understood and agreed that State shall defend, indemnify and save harmless Lessor from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this lease agreement.

It is understood and agreed that this lease agreement is made upon the express condition that State is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Lessor, or property of any kind whatsoever and to whomsoever belonging, including Lessor, from any cause or causes not resulting from the operations and/or use of the premises, by State, its agents, customers, business invitees and/or any persons acting on State's behalf. It is also understood and agreed that Lessor shall defend, indemnify and save harmless State from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property not arising from any aforesaid cause or causes during the term of this lease agreement.

15)LIABILITY INSURANCE: State will, at all times during the term of this agreement, take out and keep in force at its own expense, (a) public liability insurance to protect State and Lessor, their officers, agents and employees against any liability to the public, incident to the use of, or resulting from, injury to, or death of, any person caused by or resulting from the installation, maintenance or use of said "Park and Ride" area, in the amount of not less than \$1,000,000 to indemnify against the claim of one person, and in the amount of not less than \$1,000,000 against the claims of more than one person resulting from any one occurrence; (b) property damage liability insurance to protect State and Lessor, their officers, agents and employees against any liability for damage to property, including property of Lessor, caused by or resulting from the installation, maintenance, or use of said "Park and Ride" area in the amount of not less than \$1,000,000 for each occurrence.

16)LOSS OR DAMAGES TO PROPERTY: State assumes responsibility to correct any losses or damages to property of Lessor caused (or resulting) from installation, maintenance, or use of Lessor's property as a "Park and Ride" area to a limit of \$10,000, but not to exceed the amount to replace damaged property and materials with those of like kind and quality.

17)WAIVER: If any part of this lease is invalid by reason of law or governmental regulation, or if any provisions hereof are waived by Lessor, the remaining

portions of this lease shall remain in full force and effect.

18) ENCUMBRANCES: State shall not encumber the leased premises in any manner whatsoever.

19) AMENDMENTS: Anything herein contained to the contrary notwithstanding, this lease may be terminated, and the provisions of this lease may be, in writing, altered, changed or amended by mutual consent of the parties hereto.

20) HEADINGS: The marginal or clause headings of this lease are not a part of this lease and shall have no effect upon the construction or interpretation of any part hereof.

21) COUNTERPARTS: This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Lessor and State intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.

(On Archive Copy Only)

Recommended for
Approval

By _____
(Name)

District Ridesharing
Coordinator

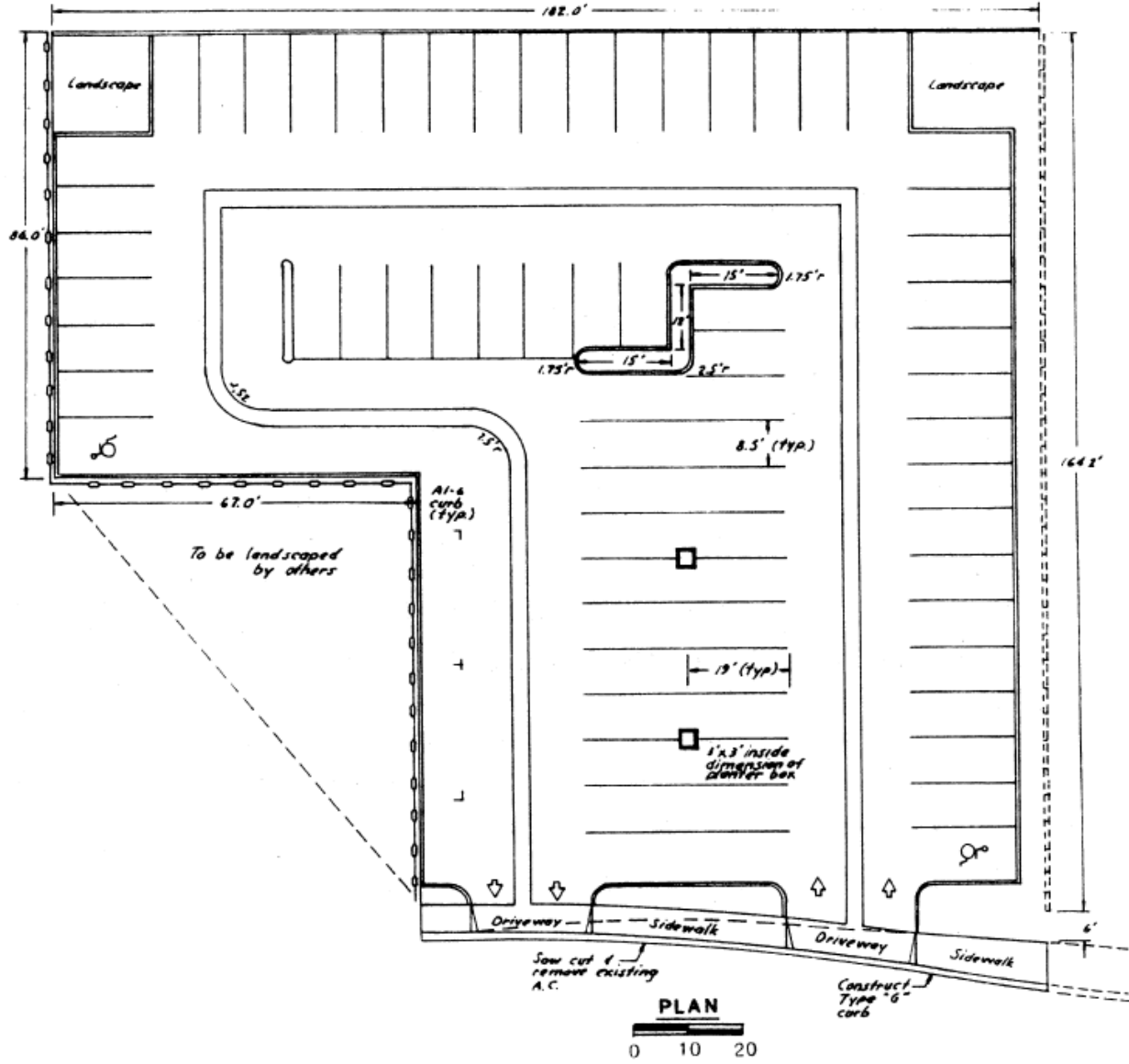
(LESSOR)

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
Name)

DISTRICT DIRECTOR
(or Authorized Representative)

(Show Title)



ATTACHMENT "A"
PARK AND RIDE LEASE
ST. WILLIAM'S CHURCH

State of California
DEPARTMENT OF TRANSPORTATION

Business, Transportation and Housing Agency

M e m o r a n d u m

To: R/W Relocation Assistance
Unit

Date: December 14, 1982

Attn: Mr. R. Smith

Project: 03-Sac-80

From: R/W Property
Management

Subject: Service of Notice to
Vacate

It is requested that a ninety-day (90-day) Notice be served to the following tenants:

03-Sac-80 EA	R/W Number	Tenant's Name	Address of Property	Letter Served	T. N. Served
4832	20118	Mr. & Mrs. Keith Newman	Box 1247, Rt. 6 Nielsen Lane Sacramento	1-20-82	VAC
	20122	Mr. & Mrs. R. L. Nielsen, Jr.	Box 1248, Rt. 6 Nielsen Lane Sacramento	1-25-82	5-4-82
	20020	Talone Packing Company	1210 West Washington Sacramento (Commercial Lease served on Galen Conkle at 418 West 5th St., Sacramento)	1-20-82	

CONFIDENTIAL
This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

**CALIFORNIA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY COLLECTION PLACEMENT DOCUMENT - CATEGORY B
FROM DISTRICT: _____ - R/W RENTAL ACCOUNT**

FORWARD TO: Division of Accounting, A/R Branch
Attn: (Your RWR Receivable Accountant)
Mail Station #33
P.O. Box 168019
Sacramento, CA 95816-8019

DATE SENT FROM DISTRICT

REQUIRED INFORMATION

VACANCY DATE _____ **AMOUNT DUE** \$ _____

DISTRICT & TENANCY #

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(Example: 01-xxxxxx-xxxx-xx)

DEBTOR #1
Name _____
LAST FIRST MIDDLE
SSN # _____ **Drivers License #** _____ **Date of Birth (if known)** _____
(month/day/y)

DEBTOR #2
Name _____
LAST FIRST MIDDLE
SSN # _____ **Drivers License #** _____ **Date of Birth (if known)** _____
(month/day/y)

DEBTOR #3
Name _____
LAST FIRST MIDDLE
SSN # _____ **Drivers License #** _____ **Date of Birth (if known)** _____
(month/day/y)

CURRENT OR LAST KNOWN ADDRESS _____

HOME TELEPHONE # _____ **WORK TELEPHONE #** _____

HAS A JUDGMENT BEEN OBTAINED? Yes No **IF YES, DATE** _____
AMOUNT \$ _____

COMMENTS

AGENT'S NAME _____ **PUBLIC PHONE #** _____

REQUIRED ATTACHMENTS:

- 1. Copy of first and last page of Rental Agreement
- 2. Copy of Rental Application
- 3. New address documentation - relocation
- 4. Copy of collector's notes or efforts
- 5. Copy of Judgment
- 6. Copy of voided check and drivers license (if available)

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY
CIVIL CODE SECTION 1984

To: _____ (*name of former tenant*)
_____ (*address of former tenant*)

When you vacated the premises at _____ (*address of premises, including room or apartment number, if any*), the following personal property remained:

(insert description of all personal property that remained)

You may claim this property at _____ (*address where property may be claimed or stored*).

If you claim this property by *(insert date not less than 2 days after the former tenant vacated the premises)*, you may minimize the costs of storage.

If you fail to claim this property by *(insert date not less than 2 days after the former tenant vacated the premises)*, unless you pay the landlord's reasonable cost of storage for all the above-described property, and take possession of the property to which you claim, not later than *(insert date not less than 15 days after notice is personally delivered or, if mailed, not less than 18 days after notice is deposited in the mail)*, this property may be disposed of pursuant to Civil Code Section 1988.

(Select one of the following statements, as applicable.)

If you fail to reclaim the property, it will be sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. After the property is sold and the cost of storage, advertising, and sale is deducted, the remaining money will be paid over to the county. You may claim the remaining money at any time within one year after the county receives the money. *(to be used if property is believed worth \$700.00 or more)*

STATUTORY NOTICE TO FORMER TENANT OF RIGHT TO RECLAIM ABANDONED PROPERTY (Cont.)

Because this property is believed to be worth less than \$700.00, it may be kept, sold, or destroyed without further notice if you fail to reclaim it within the time indicated above. *(to be used if property is believed worth less than \$700.00)*

(Signature of Agent)
Department of Transportation

Dated: _____

(Type or print name of Agent)

Department of Transportation

(Telephone)

(Address)

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY
CIVIL CODE SECTION 1985

To: _____ *(name of non-tenant)*
_____ *(address of non-tenant)*

When *(name of former tenant)* vacated the premises at *(address of premises, including room or apartment number, if any)*, the following personal property remained:

(insert description of all personal property that remained)

If you own any of this property, you may claim it at *(address where property may be claimed or stored)*.

If you claim this property by *(insert date not less than 2 days after the former tenant vacated the premises)*, you may minimize the costs of storage.

If you fail to claim this property by *(insert a date not less than 2 days after the former tenant vacated the premises)*, unless you pay the landlord's reasonable cost of storage and take possession of the property to which you are entitled, not later than *(insert date not less than 15 days after notice is personally delivered or, if mailed, not less than 18 days after notice is deposited in the mail)*, this property may be disposed of pursuant to Civil Code Section 1988.

(Signature of Agent)
Department of Transportation

Dated: _____

(Type or print name of Agent)

Department of Transportation

(Telephone)

(Address)

Tenancy No. _____

To: _____
(Tenant's Name)

(Tenant's Address)

NOTICE IS HEREBY GIVEN that, pursuant to the election given to the undersigned Lessor by the provisions of Paragraph _____ of the lease/rental agreement dated _____, _____, between you and the State of California, Department of Transportation (Department), under which you hold possession of the premises described hereinafter, said Lessor has elected to terminate said tenancy as of [THIRTY (30) DAYS or SIXTY (60) DAYS] AFTER SERVICE UPON YOU OF THIS NOTICE, and you are hereby required to quit and deliver possession of said premises, in the condition specified in the lease/rental agreement, to the Department on or before the [thirtieth (30th) day or sixtieth (60th) day] after service upon you of this Notice.

You are required to vacate the premises on or before the date of termination. If you do not surrender possession of the premises on or before the date of termination, the Department will institute legal proceedings against you to recover possession of said premises, and to declare a forfeiture of said agreement and to recover TREBLE RENTS and DAMAGES.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out.

The said premises are described as follows:

(Street Number and Street Name)

(City and Zip Code)

**NOTICE OF TERMINATION OF TENANCY AND NOTICE TO
QUIT (Cont.)**

EXHIBIT
11-EX-44 (REV 1/2020)
Page 2 of 2

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

By _____
(Name)

(Title)

SERVED:

DATED and SERVED _____, _____

By _____
(Name)

(Title)

DOCUMENTATION OF RESIDENTIAL FAIR MARKET RENTAL RATE

The following rental properties have been investigated and, in the opinion of the undersigned, are comparable to the subject parcel(s) listed below. Consideration was given to size, living area, rooms, bedrooms, baths, condition, location and general desirability, etc.

(Check one) SFR Apartment Mobile Home
 Duplex Triplex Fourplex

* Subject(s)

Address	Property Number	Current Rent (Before Offsets)
_____	_____	\$ _____
_____	_____	\$ _____

Comparable Data:

	Address	Sq Ft	Rooms	Bdrms	Baths	Current Rent	Date Verified
1.	_____	_____	_____	_____	_____	\$ _____	_____
2.	_____	_____	_____	_____	_____	\$ _____	_____
3.	_____	_____	_____	_____	_____	\$ _____	_____
4.	_____	_____	_____	_____	_____	\$ _____	_____

Comments: (such as, utilities included in rental rate or not, garages) _____

Considering the above data and the length of time of availability and other special factors due to State ownership, the estimated fair market rental rate for the subject(s) as of _____ is:

\$ _____ per month

Investigation and estimate by: _____
 Name _____ Date _____

Approved by: _____
 Senior Right of Way Agent _____ Date _____

* Include only properties with same major characteristics such as number of bedrooms, baths, size, and condition, etc. Attach a separate list of subjects if needed.

Site Location: _____

Construction
Contract No.:
Project ID:

Project
Description:

MODULAR LEASE AGREEMENT – STATE AS LESSEE

This LEASE, made and entered into this day by and between _____, known as Lessor, without distinction as to number or gender, and the State of California, Department of Transportation, known as Lessee;

WITNESSETH

DESCRIPTION: The Lessor, in consideration of the payment of the rent hereinafter specified to be paid by the Lessee, and the covenant and agreements herein contained, does hereby lease trailer(s) and/or relocatable, modular and/or prefabricated structure(s) as described below. Rent includes stairs, railings, furniture or other items, as identified, attached or appurtenant thereto (hereinafter referred to collectively as the "Equipment") to Lessee.

Model Size: _____
Delivery Date: _____
Set-Up Charge: _____

Serial Number: _____
Delivery Charge: _____
Return Charge: _____

- 1) TERM:** This Lease shall be for a term of _____(s), commencing on the _____ day of _____, _____, and shall end on the _____ day of _____, _____, or upon completion and Lessee's acceptance of Construction Contract No. _____, whichever comes first, with such rights of termination as may be hereinafter set forth.
- 2) RENT:** The rent shall be paid by the Lessee, from legally available funds and subject to the California Constitution, monthly, in arrears, on the last day of each month during said terms as follows:

Monthly rent \$ _____
Warrant payable
to: _____

Rent payable or refundable hereunder for any period of time less than one month shall be determined by prorating the monthly rental herein specified based on a thirty-day (30-day) month. Rental rate shall be paid to the Lessor at the address specified in Clause 7 or to such other address as the Lessor may designate by a notice in writing. Lessor shall send all rent bills to the Lessee at the address specified in Clause 7.

3) RENEWAL OPTION: Lessor hereby agrees that this Lease may be renewed for an additional _____. The extended term shall begin on the first day after the expiration of the initial term of this Lease. Lessee’s option of renewing this Lease shall be exercised in writing at least sixty days (60 days) prior to the expiration date of this Lease. The terms and conditions of the renewal lease may be amended by mutual agreement of the Lessor and Lessee. The rental rate is subject to negotiations and may be amended by mutual agreement of the Lessor and Lessee.

4) LESSOR IMPROVEMENTS TO BE MADE: Pursuant to this Lease, Lessor shall make the following improvements to the Equipment:

In the event Lessor completes said improvements and said improvements are suitable and ready for the State’s occupancy set forth in Clause 1, the Lease shall commence on that date. However, in the event Lessor fails to complete said improvements and said improvements are not suitable and ready for the State’s occupancy set forth in Clause 1, the Lease shall commence as of the date such improvements are completed and said Equipment is delivered and set up and the first month’s rent shall be prorated as set forth in Clause 2. Lessor shall make all reasonable efforts to ensure that said improvements are completed on the date set forth in Clause 1.

5) TERMINATION: This Lease shall be subject to cancellation and termination by either party at any time during the term hereof by giving the other party notice in writing, specified in Clause 6, at least sixty days (60 days) prior to the date when such termination shall become effective.

6) HOLD OVER: Should Lessee hold over after the expiration of the term of this Lease with Lessor's consent, express or implied, the tenancy shall be deemed to be a tenancy from month to month, subject otherwise to all the terms and conditions of this Lease so far as applicable.

7) NOTICES: All notices and correspondence to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when served personally, or when made in writing and mailed to the addresses listed below:

Lessor:

Lessee:

Invoices to
Lessee:

The address to which the notices shall be mailed to either party shall be changed by written notice by either party to the other, but nothing herein shall preclude the giving of notice by personal service. Lessor shall also be able to serve notices by posting and subsequent mailing to Lessee.

8) DELIVERY, SETUP AND RETURN: Lessor shall deliver and set up the Equipment at the location specified above. Upon delivery, Lessee agrees to inspect and accept the Equipment. The Equipment is deemed finally accepted upon completion of setup unless Lessee notifies Lessor of a defect/deficiency in writing within 48 hours. Lessee is responsible for providing clear access to the set-up site for delivery of the Equipment, by standard delivery methods. Lessee is also responsible for providing clear access surrounding the site for setup of the Equipment by standard set-up methods. If Lessee fails to provide clear access, then Lessee shall pay for any resulting additional delivery and return charges.

The Equipment shall remain so set-up at said location and shall not be moved to a new location without the prior written consent of the Lessor.

At the conclusion of the lease term, Lessee shall, at his expense, prepare the Equipment for dismantle. Preparing the equipment for dismantle includes, but is not limited to, removing all customer-owned furniture, office equipment, etc., disconnecting all utilities and removing any items that may hinder the dismantle of the Equipment, by standard dismantle methods. The Lessee is also responsible for providing clear access for the pickup and return delivery of the Equipment from the set-up site, by standard return delivery methods. Lessee is responsible for all damages or other needed work to return the equipment to the condition in which it was provided, except normal wear and tear. Any additional charges will

be billed by Lessor and submitted to Lessee for payment within thirty days (30 days) of return date.

9) PREVAILING WAGE PROVISION: The Lessor agrees to comply with the terms and conditions of 11-EX-43, which contains prevailing wage language, and are by this reference made a part of the Lease.

10) REPAIR, MAINTENANCE AND SUPPLIES: Lessor shall, throughout the term of this Lease, repair structural, mechanical, or plumbing defects in the Equipment (excluding fire extinguishers, fuses/breakers and light bulbs). Lessor shall have no liability for the repair of any defect or condition resulting from Lessee's relocation of the Equipment, utilities connection, alteration of the Equipment, use of the Equipment for a purpose for which it was not intended, vandalism, misuse of the Equipment arising from the act or negligence of the Lessee, employees or agents.

In case Lessor shall, after receiving notice in writing from the Lessee, requesting repair or maintenance, fail, refuse, or neglect to comply herewith, or in the event of an emergency constituting a hazard to the health or safety of the Lessee, employees or agents, it shall then be lawful for the Lessee, in addition to any other remedy the Lessee may have, to make such repair at its own cost and deduct the amount thereof from the rent that may be or thereafter become due hereunder.

11) ALTERATIONS: The Lessee shall not make any alterations, modifications, additions, or improvements to the Equipment without the written consent of the Lessor. In addition, the Lessee has the right, with Lessor's consent, to attach fixtures, additions, structures, or signs, provided such activities do not damage Equipment.

Lessee reserves the right to erect a radio transmitter antenna after notifying Lessor in writing. Said antenna shall remain the property of the Lessee and will be removed therefrom by the Lessee prior to return by Lessor.

12) ASSIGNMENT: The Lessee shall not assign, convey, or transfer this Lease without prior written consent of the Lessor, which will not be unreasonably withheld. Lessor may, at its option and without the prior approval of Lessee, transfer, convey or assign its interest or any part thereof, in and to this Lease.

13) QUIET POSSESSION: The Lessor agrees that the Lessee, while keeping and performing the covenants herein contained, shall at all times during the existence of this Lease peaceably and quietly, have, hold and enjoy the leased premises, without suit, trouble or hindrance from the Lessor, or any person claiming under Lessor.

14) INSPECTION: The Lessor reserves the right to enter and inspect the leased premises at reasonable times, after reasonable notice to Lessee, and to render services and make any necessary repairs to the premises.

15) DESTRUCTION: If the leased premises are totally destroyed by fire or other casualty, this lease shall terminate. If such casualty shall render ten (10) percent or less of the floor space of the leased premises uninhabitable for the purpose intended, Lessor shall affect restoration of the premises as quickly as is reasonably possible, but in any event within thirty days (30 days).

In the event such casualty shall render more than ten (10) percent of such space unusable but not constitute total destruction; Lessor shall forthwith give notice to State of the specific number of days required to repair the same. If Lessor, under such circumstances shall not give such notice within fifteen (15) calendar days after such destruction, or if such notice shall specify that such repairs will require more than ninety days (90 days) to complete from date such notice is given, State, in either such event, at its option, may terminate this Lease, or, upon notice to Lessor, may elect to undertake repairs itself, deducting the cost thereof from the rental due or to become due under this Lease or any other Lease between Lessor and State.

In the event the State remains in possession of said premises though partially destroyed, the rental as herein provided shall be reduced by the same ratio as the net square feet the State is thus precluded from occupying bears to the net square feet in the leased premises. "Net square feet" shall mean actual inside dimensions and shall not include public corridors, stairwells, elevators, and rest rooms.

16) SUBROGATION WAIVED: To the extent authorized by any fire and extended coverage insurance issued to the Lessor on the herein demised premises, Lessor releases the Lessee from liability for any loss or damage covered by said insurance and waives subrogation rights of the insurer.

17) INDEMNIFICATION: Nothing in the provisions of this lease agreement is intended to create duties or obligations to or rights in third parties to this lease agreement or affect the liability of other party to the lease agreement by imposing any standard of care respecting the duties and obligation, under this lease agreement different from the standard of care imposed by law.

It is understood and agreed that this lease agreement is made upon the express condition that Lessor is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Lessee, or property of any kind whatsoever and to whomsoever belonging,

including Lessee, from any cause or causes resulting from the operations and/or use of the premises, by Lessee, its agents, customers, business invitees and/or any persons acting on the Lessee's behalf. It is also agreed that Lessee shall defend, indemnify and save harmless Lessor from all liability, claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property arising from any aforesaid cause or causes during the term of this lease agreement.

It is understood and agreed that this lease agreement is made upon the express condition that Lessee, is to be free from all responsibility, liability, claims for damages by reason of injury to any person or persons, including employees of the Lessor, or property of any kind whatsoever and to whomsoever belonging, including Lessor, from any cause or causes not resulting from the operations and/or use of the premises, by Lessee, its agents, customers, business invitees and/or persons acting on Lessee's behalf. It is also understood and agreed that Lessor shall defend, indemnify and save harmless Lessee from all liability, claims suits, or actions of every name, kind and description brought for or on account of injuries to or death of any person or damage to property not arising from any aforesaid cause or causes during the term of this lease agreement.

18) INSURANCE: The Lessee is self-insured for motor vehicle, aircraft liability and general liability. The general liability program is administered by the State Attorney General. The Lessee and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-State owned property.

It is understood and agreed upon by the Lessor and Lessee that the Lessee is not required to obtain additional insurance coverage with regard to this Lease.

19) HAZARDOUS MATERIALS: Lessor hereby warrants and guarantees that the Equipment, are either free of Asbestos Containing Construction Material (ACCM) (as defined under Section 6501.8 of the California Labor Code) or where asbestos has been identified, said material has been properly treated as required by law and Equipment is certified as safe for occupancy. The certification shall be in the form of an ACCM survey report prepared by qualified Industrial Hygienist, who shall be certified by the American Board of Industrial Hygiene, or an Environmental Protection Agency Asbestos Hazard Emergency Response Act certified inspector.

20) CODE COMPLIANCE: The Equipment, recognized by the State of California, Department of Housing and Community Development as "Commercial Modular" building must conform with applicable provisions of the California

Health and Safety Code, Division 13, Part 2, Section 18028 and the California Code of Regulations (CCR) Title 25, Chapter 3.

Unless otherwise agreed to, Lessor will provide, to the extent of Lessor's scope of work, Lessee with commonly accepted (by State or local officials) installation, utility connection, handicap access detail for review by this Site Location's controlling building official (State or local). Lessor will perform any requirements in excess of the commonly accepted documents at Lessee's expense and direction.

Premises shall also conform to regulations and orders of the State Department of Industrial Relations and the Occupational Health and Safety Act (OSHA) and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall furnish certification from the local representative of the State Fire Marshal that quarters comply with local fire regulations or CCR Title 19, as appropriate. If fire, safety, or health hazards are detected either before or after occupancy by the State, Lessor shall correct them at their sole cost and expense.

21) STANDARD PROVISIONS: Time is of the essence of each and every provision of this Lease. Failure of Lessor to enforce any term of condition of this Lease shall not constitute a waiver of subsequent default by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision. This Lease shall be governed by and construed in accordance with the laws of the State of California. This Lease, including any initialed amendments and attachments and schedules hereto, constitute the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by a document in writing signed by both the Lessor and Lessee.

22) COUNTERPARTS: This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Lease. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Lease. Lessor and Lessee intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Lease based on telecopied or electronic mailed signatures.

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE EITHER PARTY AUTHORITY TO IMMEDIATELY TERMINATE THIS LEASE.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Lessor's Name)

(Type Lessor's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

(Type Construction Supervisor's Name)
(Type Construction Supervisor's Title)

Tenancy No.: _____

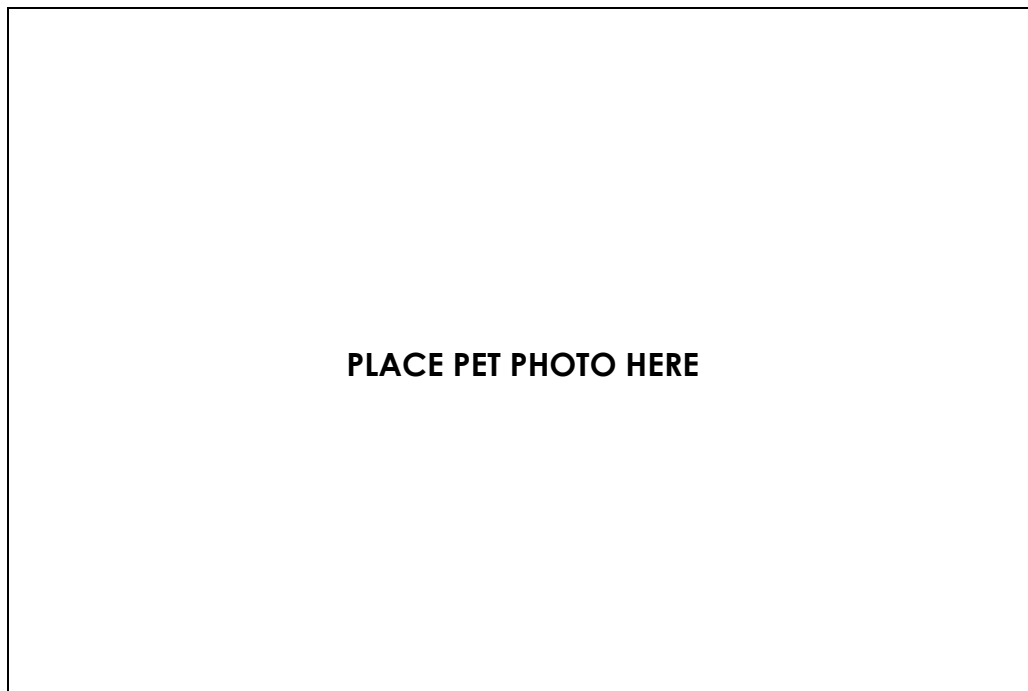
PET ADDENDUM TO RENTAL AGREEMENT _____

This pet addendum is an amendment to the Rental Agreement identified and dated _____, _____, between the State of California, Department of Transportation (Department), and _____ (Tenant), covering the rental property described as:

PET INFORMATION:

Type (Dog, cat, bird, etc.)	Breed	Color	Number	Age
-----------------------------	-------	-------	--------	-----

Insurance Carrier	Policy Number
-------------------	---------------



1. Tenant will provide the Department with a written copy of proof of insurance, if required, prior to any occupancy by the pet(s).
 2. Tenant must have completed a Pet Application Form and has been granted permission by the Department to keep the pet(s) specified above.
 3. Pets shall not be kept, bred, or used for any commercial purpose.
 4. Pet(s) must be confined to the rental property identified above, and must not be allowed to roam free. Pet(s) in transit are to be carried, restrained by a leash, or placed in an animal carrier.
 5. Tenant agrees that any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet(s) will be the full financial responsibility of the Tenant. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenant hereby agrees to pay the full expense of replacement.
 6. No pet(s) shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior are, but not limited to:
 - a. Pets whose unruly behavior causes personal injury or property damage.
 - b. Pets who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for two (2) hours or more to the disturbance of any person at any time of day or night.
 - c. Pets who relieve themselves on walls or floors.
 - d. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
 - e. Pets who are conspicuously unclean or parasite infested.
 7. Tenant will provide adequate and regular veterinary care.
 8. Tenant will provide pet(s) with ample food and water, and will not leave pet unattended for any undue length of time.
 9. Tenant will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenant will keep yard free of animal waste at all times.
 10. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet(s), and if efforts to contact the resident and emergency caretaker are unsuccessful, the Department or the Department's agent(s) may contact the local animal control authority and assist its staff in entering the property including going inside any dwelling. Examples of an emergency
-

situation include, but are not limited to, suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet(s) to be boarded, any and all costs incurred will be the sole responsibility of the Tenant.

11. Tenant will be responsible for the pet(s) of guests who visit the property identified above. Such pet(s) are subject to the same restrictions as Tenant's pet(s). Pet(s) that are not owned by the Tenant and identified above are forbidden from staying in the property identified above unless the Department grants specific written authorization.
 12. Tenant agrees to indemnify, hold harmless, and defend the Department or the Department's agent(s) against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's pet(s).
 13. That if a dispute arises out of this contract that cannot be settled through negotiation, the Department and Tenant agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the _____'s (Tenant or Department) choice shall govern.
 14. That the Tenant will permit the Department to professionally treat the premises, including grounds (if any), for fleas and ticks, and clean all carpets when Tenant vacates the property. The contractors used will be the Department's contractors, and the cost will be competitive and borne by the Tenant.
 15. This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Addendum. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Addendum. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Addendum based on such telecopied or e-mailed signatures.
-

BREACH OF ANY OF THE ABOVE COVENANTS, TERMS, AND CONDITIONS SHALL GIVE DEPARTMENT AUTHORITY TO IMMEDIATELY TERMINATE ABOVE-MENTIONED RENTAL AGREEMENT.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

APPROVAL RECOMMENDED

By _____
(Type Right of Way Agent's Name)
Property Management

(Type Supervisor's Name)
(Type Supervisor's Title)

INSTRUCTIONS FOR COMPLETION OF EXHIBIT 11-EX-53

DATE:

TO: **Property Management Supervising Agent**

FROM: **Either Property Management or Appraisal Senior Agent**

SUBJECT: Nominal Value Nonresidential Rental Appraisal \$ _____
Nominal Rent is defined as \$2,400 or less per Annual or Monthly Rental Rate
year.

DATE OF VALUE: **This should be the date that the Rental Agreement expires.**

PROPERTY IDENTIFICATION: **Address or location.**

PROPERTY DESCRIPTION: **Include information such as: vacant or improved, topography, exposure, current use, etc.**

ZONING AND HIGHEST AND BEST USE: **Include reasoning supporting conclusion of highest and best use.**

PARCEL VALUATION AND ANALYSIS: **Show calculations and provide reasoning for concluded value, including unit of comparison (\$/acre, \$/house, \$/sq ft).**

LIST OF COMPARABLE RENTALS:

ADDRESS	AREA	ZONING and USE	IMP	TERMS	VERIF DATE	RENT RATE
---------	------	----------------------	-----	-------	---------------	--------------

**Indicate whether or not the comparables are improved, including fencing.
Indicate whether or not any terms differ from the subject property. Items such as length of agreement, shared uses, multiple uses, etc., should be detailed under "Other Pertinent Data."**

OTHER PERTINENT DATA:

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
RESIDENTIAL PROPERTY INSPECTION

CONFIDENTIAL
 This document contains personal information and pursuant to Civil Code 1798.21, it shall be kept confidential in order to protect against unauthorized disclosure.

EXHIBIT
 11-EX-54
 (REV 11/2016)

1. TENANCY NO.		2. ADDRESS / LOCATION OF PROPERTY		
3. CITY		STATE CA	4. ZIP CODE	5. CONTACT PHONE NO.
6. TENANT CONTACT (NAME)		7. MAILING ADDRESS (if different)		8. CELL PHONE NO.

TYPE OF PROPERTY	SFR	MULTI	MOBILE	YEAR BUILT
NUMBER OF OCCUPANTS	ADULTS _____	CHILDREN _____	TOTAL _____	
PETS	NUMBER _____	DOGS _____	CATS _____	OTHER _____

INDICATE CONDITION AS: Satisfactory Unsatisfactory

INTERIOR	L	D	K	BATH	BEDROOMS	OTHER	EXTERIOR
	R	R	T				
FLOORS							Building: ___ Walls ___ Windows ___ Screens ___ Vents ___ Porches ___ Stairs ___ Roof ___ Trim ___ Gutters ___ Electrical (Panel) ___ Paint Other _____ Garage: ___ Walls ___ Windows ___ Doors ___ Roof Other _____ Grounds: ___ Lawn ___ Shrubs ___ Fence ___ Driveway ___ Walks ___ Gates ___ Litter/Garbage/Debris ___ Pet Waste Other _____
WALLS							
CEILINGS							
PLUMBING							
ELECTRIC							
HEATING							
APPLIANCE							
FIXTURES							
PAINT*							
OTHER							
CARPETS							
SMOKE ALARMS:							PROBABLE CAUSE OF NOTED DEFICIENCIES: <input checked="" type="checkbox"/> applicable ___ Normal wear and tear ___ Tenant abuse or neglect ___ Deferred maintenance ___ Other ___ Pet(s) (Explain in Comments section.) Indication: Peeling or Chipped Paint* Yes ___ No ___ Indication: Rodent(s) ___ Pest(s) ___ Mildew Control Needed? Yes ___ No ___ Tenant concurs? Yes ___ No ___ (See Comments.) ___ Other _____
Operable? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> None Battery <input type="checkbox"/> Yes Date: _____ <input type="checkbox"/> No Changed?							
Comments (additional page if required): *If peeling/chipped paint indicated – ACTION REQUIRED see supervisor							

SIGNATURE OF AGENT MAKING INSPECTION		DATE OF INSPECTION
NAME OF TENANT ACCOMPANYING AGENT		
SUPERVISOR'S REVIEW:	FORM REVIEWED BY	DATE
	DISPOSITION	

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814.

RESIDENTIAL STORM WATER INSPECTION

I. PROPERTY INFORMATION

TENANCY NO.		ADDRESS / LOCATION OF PROPERTY		
CITY	STATE CA	ZIP CODE	AREA SQ FT <input type="checkbox"/> ACRE <input type="checkbox"/>	
TENANT CONTACT (NAME)	MAILING ADDRESS (if different)		CONTACT PHONE NO.	
LEASE START DATE	LEASE EXPIRATION DATE _____; or MONTH-TO-MONTH <input type="checkbox"/>			
PROPERTY TYPE - <input type="checkbox"/> SINGLE FAMILY DWELLING <input type="checkbox"/> MULTI-FAMILY DWELLING <input type="checkbox"/> MOBILE HOME				

ENTITY RESPONSIBLE FOR STORM WATER DRAINAGE SYSTEM (e.g., County of / City of / Caltrans)

II. ACTIVITY / BMP ASSESSMENT: Note outdoor activities conducted and BMPs implemented.

Photos Yes No Number of Photos _____

Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Vehicle Washing.				
1. Is vehicle washing performed over a pervious surface (lawns, gravel)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is vehicle wash water contained on the property to minimize pollutants from entering the storm water streams?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is wash water runoff allowed to enter the storm water system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is water turned off when not actively washing down vehicle?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are degreasing activities conducted off-site at a facility set up for such activity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are safer alternative soaps and cleaners in use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7. Are areas kept free of trash and litter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vehicle Maintenance.				
1. Is vehicle maintenance performed under a cover to reduce exposure of materials to rain? (Circle covering type used) Garage Carport Canopy Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is the vehicle maintenance area kept relatively free of staining (oil, grease, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are drip pans and containers used in areas where drips or leaks may occur?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are used oil and oil filters, antifreeze, batteries, fluids, etc., properly stored?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are areas kept free of trash and litter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RESIDENTIAL STORM WATER INSPECTION (Cont.)

Activities – Check each activity present at the site.				Corrective Actions
	Yes	No	N/A	Specific Comments
Parking Areas. 1. Are parking areas adequately maintained (significant cracking, deterioration)? 2. Are parking areas kept free of trash and litter? 3. Are parking areas swept or vacuumed regularly and is wash down prohibited unless wash water is contained and disposed of properly? 4. Are parking areas kept relatively free of staining (oil, grease, paint, etc.)?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Landscape Maintenance. 1. Are non-vegetated surfaces covered to prevent erosion? 2. Are pesticides and fertilizers used only as needed and stored properly? 3. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained and disposed of properly? 4. Are landscape clippings collected and disposed of properly? 5. Are irrigation systems designed to prevent runoff? 6. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Outdoor Storage of Materials. 1. Are covers used to protect all potential sources of pollution stored outside? (Circle covering type used) Plastic Roof Canopy Other 2. Are hazardous materials (if permitted in rental agreement) stored in properly designed containers? 3. Are paved areas kept relatively free of staining (oil, grease, paint, etc.) 4. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Waste Handling and Disposal. 1. Are wastes segregated and separated? 2. Are waste materials recycled whenever possible? 3. Are animal wastes properly handled? 4. Is trash storage area designed to prevent storm water runoff? 5. Are waste dumpsters/trash cans covered? 6. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Cleaning Patios, Walkways, Driveways. 1. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained and disposed of properly? 2. Is wash water runoff allowed to enter the storm water system? 3. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Swimming Pools and Spas. 1. Is excess pool water discharged to the sanitary sewer? 2. Is pool filter wash water discharged in a permeable area or into the sanitary sewer? 3. Are pool chemicals used, stored and disposed of properly? 4. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Building Maintenance. 1. Are materials used for cleaning and maintenance (cleansers, bleach, etc.) stored properly? 2. Are safer alternative products used whenever possible? 3. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained? 4. Is household hazardous waste recycled or disposed of properly? 5. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Activities – Check each activity present at the site.				Corrective Actions
	Yes	No	N/A	Specific Comments
Illicit Connections/Illegal Discharges. 1. Are any illicit connections present? 2. Is illegal dumping or uncontrolled spillage/discharge occurring?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	

Report any observed illicit connections and illegal/unknown discharges to the District NPDES Storm Water Coordinator.

III. STORM WATER EDUCATION AND OUTREACH MATERIALS

HAVE TENANTS RECEIVED GENERAL TRAINING FOR MANAGING RUNOFF FROM SITE?	NO	<input type="checkbox"/>	YES	<input type="checkbox"/>
HAVE STORM WATER EDUCATION AND OUTREACH MATERIAL BEEN RECEIVED BY THE TENANTS?	NO	<input type="checkbox"/>	YES	<input type="checkbox"/>

IV. CONCLUSIONS

CORRECTIVE ACTIONS

NONE YES, CORRECT DEFICIENCIES WITHIN 14 CALENDAR DAYS OF INSPECTION. DUE: _____.

FACILITY BMP INFORMATION PROVIDED

FOLLOW-UP INSPECTION REQUIRED? NO YES DATE COMPLETED: _____

COMMENTS/RECOMMENDATIONS (Describe any stormwater and non-storm water discharges, unsatisfactory conditions or work needed):

This Inspection Notice may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Inspection Notice. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Inspection Notice. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Inspection Notice based on such telecopied or e-mailed signatures.

RESIDENTIAL STORM WATER INSPECTION (Cont.)

V. INSPECTION INFORMATION

20. INSPECTOR NAME (Printed)	21. DATE OF INSPECTION	22. TIME OF INSPECTION
INSPECTOR SIGNATURE		
23. REASON FOR INSPECTION: <input type="checkbox"/> Initial <input type="checkbox"/> Scheduled <input type="checkbox"/> Follow-up <input type="checkbox"/> Response to Complaint		
NAME OF TENANT(S) ACCOMPANYING INSPECTOR 1. _____ 2. _____		SIGNATURE(S) - TENANT RECEIVED FORM 1. _____ 2. _____
NAME(S) OF OTHERS ACCOMPANYING INSPECTOR (IF ANY) 1. _____ 2. _____		SUPERVISOR'S REVIEW FORM REVIEWED BY: _____ DATE: _____ SUPERVISOR'S COMMENTS: _____ _____ _____ _____

**FIELD OBSERVATIONS
HELPFUL HINTS FOR STORM WATER INSPECTIONS****AREAS AND ACTIVITIES WITH POTENTIAL TO SPILL****HAZARDOUS FLUIDS**

- Spill kits available if needed
- Spill response agency phone numbers clearly posted
- Material safety data sheets available for products

VEHICLE WASHING

- Vehicles washed in designated area
- Vehicle washed over pervious surface to prevent discharges to storm drain
- Safer alternative products in use
- Water turned off when not actively washing vehicle

PARKING AREAS

- Parking areas free of significant cracking, deterioration
- Paved areas swept down and not hosed off
- Trash and litter removed frequently
- Spills or leaks spot cleaned as needed

OUTDOOR STORAGE OF MATERIALS

- Hazardous materials labeled, covered, and contained
- Storage area covered and free of litter
- General good housekeeping observed

WASTE HANDLING AND DISPOSAL

- Waste materials being recycled
- Waste containers covered to prevent storm water runoff/run-on
- Area swept down on regular basis
- Area free of stains or other signs of pollutants going into storm drain system
- Waste containers in good condition free from leaks
- General good housekeeping observed

SWIMMING POOLS AND SPAS

- Excess pool water discharged to sanitary sewer
- Pool filters washed over permeable surfaces
- Pool chemicals labeled, covered, and contained

ILLICIT CONNECTIONS/ILLEGAL DISCHARGES

- Signs of illicit connections to storm water conveyance system(s)
- Signs of illegal/unknown discharge observed going from the lease premises onto adjacent property or into the street
- Signs of illegal/or unknown discharge observed coming from adjacent property onto the lease premises
- Stained pavement in areas near or surrounding catch basin or storm water outfall

NON-STORMWATER DISCHARGES

- Vehicle wash water
- Sanitary wastes
- Pumped groundwater
- Non-contact cooling water (A/C Condensation)

VEHICLE MAINTENANCE

- Vehicle maintenance and repair occurs indoors or under canopy
- Drip pans available
- Stains or other signs of pollutants not observed
- Used oil and oil filters, antifreeze, batteries, fluids, etc., stored properly
- Spills or leaks spot cleaned as needed

LANDSCAPE MAINTENANCE

- Soil erosion not observed
- Grounds free of litter
- Paved areas swept down and not hosed off
- Irrigation systems designed to prevent runoff
- Use of pesticides and fertilizers only as needed

CLEANING PATIOS, WALKWAYS, DRIVEWAYS

- Paved areas swept down and not hosed off
- Trash and litter removed frequently
- Spills or leaks spot cleaned as needed

BUILDING MAINTENANCE

- Building/improvement materials properly stored
- Dust and particulates swept up and placed in waste can
- Household hazardous waste recycled or disposed of properly
- Paved areas swept down and not hosed off
- Safer alternative products in use

STORM WATER EDUCATION AND OUTREACH

- Activity applicable bmp tip sheets available
- [Internal RW Storm Water website](#) (internal Caltrans link)
- Storm water educational and outreach materials available

NON-RESIDENTIAL PROPERTY INSPECTION (Cont.)

EXHIBIT
11-EX-55 (REV 7/2021)
Page 2 of 2

SIGNATURE OF AGENT MAKING INSPECTION		DATE OF INSPECTION
NAME OF TENANT ACCOMPANYING AGENT		
SUPERVISOR'S REVIEW:	FORM REVIEWED BY	DATE
	DISPOSITION	

STORM WATER INSPECTION

I. FACILITY INFORMATION

TENANT / FACILITY NAME		TENANCY NO.	AREA SQ FT <input type="checkbox"/> ACRE <input type="checkbox"/>	
ADDRESS / LOCATION OF PROPERTY		CITY	STATE CA	ZIP CODE
TENANT CONTACT (NAME)	MAILING ADDRESS (if different)		CONTACT PHONE NO.	
LEASE START DATE	LEASE EXPIRATION DATE _____; or MONTH-TO-MONTH <input type="checkbox"/>			
PROPERTY TYPE - <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> TELECOMMUNICATIONS <input type="checkbox"/> PARKING <input type="checkbox"/> OTHER:				
FACILITY COVERED UNDER GENERAL INDUSTRIAL STORM WATER PERMIT (Industrial Activities)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A IF YES, STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE _____ SIC CODE DESCRIPTION _____				
FACILITY'S INDUSTRIAL WASTE DISCHARGE IDENTIFICATION (WDID) NO. _____ <input type="checkbox"/> N/A				
IS THE FACILITY IN CONSTRUCTION AND HAVE A CURRENT SWPPP ON-SITE (>1 ACRE)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				
IS THE FACILITY IN CONSTRUCTION AND HAVE A CURRENT WPCP ON-SITE (<1 ACRE)? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A				
ENTITY RESPONSIBLE FOR STORM WATER DRAINAGE SYSTEM (e.g., County of / City of / Caltrans) _____				

II. ACTIVITY: Note outdoor activities conducted and BMPs implemented.

Photos Yes No Number of Photos _____

Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Vehicle or Equipment Fueling. (If allowed by lease.)				
1. Is fueling area designed to prevent run-on of storm water and runoff of spills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are employees trained in proper fueling, cleanup, and spill response procedures?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Are absorbent materials readily available for small spills?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Is fueling area inspected regularly for spills and/or leaks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are areas kept free of trash and litter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

STORM WATER INSPECTION (NON-RESIDENTIAL) (Cont.)

Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Waste Handling and Disposal. 1. Are materials recycled whenever possible? 2. Are wastes segregated and separated? 3. Is storage area designed to prevent storm water runoff? 4. Are waste dumpsters covered? 5. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Building and Grounds Maintenance. 1. Are pesticides and fertilizers used and stored properly? 2. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained? 3. Are contained wash water, sweepings and sediments disposed of properly? 4. Are materials used in repair and minor remodeling (paints, etc.) stored properly? 5. Are paved surfaces adequately maintained (minimal crumbling asphalt or concrete)? 6. Are safer alternative products used whenever possible? 7. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Park and Landscape Maintenance. 1. Are non-vegetated surfaces covered to prevent erosion? 2. Are pesticides and fertilizers used only as needed and stored properly? 3. Are areas swept regularly and is wash down by hosing prohibited unless wash water is contained? 4. Are landscape clippings collected and disposed of properly? 5. Are irrigation systems designed to prevent runoff? 6. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Agricultural. 1. Are pesticides and fertilizers used and stored properly? 2. Are areas of exposed/disturbed soil properly managed? 3. Are irrigation systems designed to prevent runoff? 4. Is maintenance performed in designated area? 5. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Parking Lots. 1. Are parking areas adequately maintained (minimal cracking, deterioration)? 2. Are parking areas kept free of trash and litter? 3. Are parking areas swept or vacuumed regularly and is wash down prohibited unless wash water is contained and disposed of properly? 4. Are parking areas kept relatively free of staining (oil, grease, etc.)?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Erodible Surface Areas. 1. Are areas of exposed/disturbed soil properly managed? 2. Do any landscaped areas require re-vegetation? 3. Are areas kept free of trash and litter?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Illicit Connections/Illegal Discharges. 1. Are any illicit connections present? 2. Is illegal dumping or uncontrolled spillage/discharge occurring?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	

STORM WATER INSPECTION (NON-RESIDENTIAL) (Cont.)

Activities				Corrective Action
	Yes	No	N/A	Specific Comments
Treatment Best Management Practices (BMPs)				
1. Are treatment BMPs on Site? If yes, list types and take pictures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Are treatment BMPs properly maintained? If no, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. Is there disturbed soil due to construction? If yes, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. Are temporary construction site BMPs in place and adequate? If no, provide comments and take pictures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Are there non-stormwater discharges? If yes, provide comments and take pictures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Are treatment BMPs kept free from trash and litter?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Report any observed illicit connections and illegal/unknown discharges to the District NPDES Storm Water Coordinator.

III. CONCLUSIONS

CORRECTIVE ACTIONS

NONE YES, CORRECT DEFICIENCIES WITHIN 14 CALENDAR DAYS OF INSPECTION. DUE: _____.

FACILITY BMP INFORMATION PROVIDED

FOLLOW-UP INSPECTION REQUIRED? NO YES DATE COMPLETED: _____

COMMENTS/RECOMMENDATIONS (Describe any stormwater and non-storm water discharges, unsatisfactory conditions or work needed):

This Inspection Notice may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Inspection Notice. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Inspection Notice. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Inspection Notice based on such telecopied or e-mailed signatures.

STORM WATER INSPECTION (NON-RESIDENTIAL) (Cont.)

IV. INSPECTION INFORMATION

27. INSPECTOR NAME (Printed)	28. DATE OF INSPECTION	29. TIME OF INSPECTION
INSPECTOR SIGNATURE		
30. REASON FOR INSPECTION: <input type="checkbox"/> Initial <input type="checkbox"/> Scheduled <input type="checkbox"/> Follow-up <input type="checkbox"/> Response to Complaint		
NAME OF TENANT(S) ACCOMPANYING INSPECTOR 1. _____ 2. _____	SIGNATURE(S) - TENANT RECEIVED FORM 1. _____ 2. _____	
NAME(S) OF OTHERS ACCOMPANYING INSPECTOR (IF ANY) 1. _____ 2. _____	SUPERVISOR'S REVIEW FORM REVIEWED BY: _____ DATE: _____ SUPERVISOR'S COMMENTS: _____	

**FIELD OBSERVATIONS
HELPFUL HINTS FOR STORM WATER INSPECTIONS**

AREAS AND ACTIVITIES WITH POTENTIAL TO SPILL

HAZARDOUS FLUIDS*

- Spill kits available if needed
- Spill response agency phone numbers clearly posted
- Material safety data sheets available for products

VEHICLE OR EQUIPMENT FUELING*

- Fueling area covered or sloped away from drains to prevent run-on/runoff
- Spills or leaks spot cleaned as needed
- Spill absorbent available and disposed of properly
- "no topping-off" signs posted
- Overflow protection available if needed
- Employees trained on proper fueling and cleanup procedures
- General good housekeeping observed

VEHICLE OR EQUIPMENT WASHING/STEAM CLEANING*

- Vehicles washed in designated area
- Wash area bermed to prevent discharges to storm drain
- Safer alternative products in use
- Wash water collected and discharged to sanitary sewer
- Trash receptacles available to prevent litter

VEHICLE OR EQUIPMENT MAINTENANCE AND REPAIR*

- Vehicle maintenance and repair occurs indoors or under canopy
- Drip pans available
- Material storage handling areas enclosed or covered
- Stains or other signs of pollutants not observed
- Hazardous materials labeled, covered and contained (e.g., auto fluids, paints, solvents, grease)
- Spills or leaks spot cleaned as needed
- Employees trained on proper cleanup and disposal procedures
- General good housekeeping observed

OUTDOOR LOADING/UNLOADING OF MATERIALS

- Material loading/unloading areas enclosed or covered
- Loading and unloading conducted in dry weather if not covered
- Loading and unloading area bermed or sloped to contain spillage
- No discharge to storm drain
- Drip pans available to capture liquid leaks

**OUTDOOR STORAGE OF MATERIALS/PRODUCTS/
EQUIPMENT**

- Hazardous materials labeled, covered, and contained*
- Stockpiled materials covered
- No signs of excessive leaking from stored equipment
- Drip pans available to capture equipment leaks
- Storage area free of litter
- General good housekeeping observed

WASTE HANDLING AND DISPOSAL

- Recyclable materials being recycled
- Waste containers covered to prevent stormwater runoff/run-on
- Drip pans available to capture grease when transferred
- Area swept down on regular basis
- Area free of stains or other signs of pollutants going into storm drain system
- Waste containers in good condition free from leaks
- General good housekeeping observed
- No littering signs posted

NON-STORMWATER DISCHARGES

- Vehicle wash water
- Sanitary wastes
- Pumped groundwater
- Non-contact cooling water (A/C Condensation)

BUILDING AND GROUNDS MAINTENANCE

- Vegetation left in place where possible
- Soil erosion not observed
- Grounds free of litter
- Paved areas swept down and not hosed off
- Safer alternative products in use
- Trash receptacles available to prevent litter
- Minimal use of pesticides and fertilizers

*IF SUCH ACTIVITIES OR MATERIALS ARE PERMITTED IN THE LEASE.

PARK AND LANDSCAPE MAINTENANCE

- Soil erosion not observed
- Grounds free of litter
- Paved areas swept down and not hosed off
- Irrigation systems designed to prevent runoff
- Use of pesticides and fertilizers only as needed

AGRICULTURAL

- Vegetation left in place where possible
- Vegetation left in place during fallow years
- Soil erosion minimized
- Use of pesticides and fertilizers only when required
- Animal waste management program in use
- Irrigation systems designed to prevent runoff

PARKING LOTS

- Paved areas swept down and not hosed off
- Trash receptacles available to prevent litter
- Spills or leaks spot cleaned as needed

ERODIBLE SURFACE AREAS

- Preserve natural vegetation
- Vegetation left in place where possible
- Soil erosion not observed
- Chemical stabilization or geosynthetics in use on bare ground
- Paved areas swept regularly

ILLICIT CONNECTIONS/ILLEGAL DISCHARGES

- Signs of illicit connections to storm water conveyance system(s)
- Signs of illegal/unknown discharge observed going from the lease premises onto adjacent property or into the street
- Signs of illegal/or unknown discharge observed coming from adjacent property onto the lease premises
- Stained pavement in areas near or surrounding catch basin or storm water outfall

EMPLOYEE STORM WATER MANAGEMENT TRAINING

- Activity applicable bmp tip sheets posted
- Training records available for review
- Employees observed conducting work consistent with bmps

MOST COMMON CONSTRUCTION BMPs:

- Silt Fence
- Fiber Rolls
- Gravel Bag Berm
- Sand Bag Barrier
- Drainage Inlet Protection
- Temporary Construction Entrance/ Exit
- Stockpile Management

Note: Reference [Construction BMP Manual](#) for full list

MOST COMMON APPROVED TREATMENT BMPs:

- Biofiltration Swale/Strip
- Infiltration Basin/Trench
- Detention Basin
- Traction Sand Traps
- Gross Solids Removal Device
- Design Pollution Prevention Infiltration

Areas Note: Reference [Project Planning and Design Guide](#) for full list

[Visual BMP Interactive Reference](#)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**RESIDENTIAL PROPERTY OCCUPANCY AND VACANCY
 INSPECTIONS**

EXHIBIT
 11-EX-56 (REV 7/2021)
 Page 1 of 3

We would like to welcome you as a new resident in our rental property. This RESIDENTIAL PROPERTY OCCUPANCY AND VACANCY INSPECTIONS form is for your protection, as well as the Department's. When the form has been completed, you will be asked to sign to acknowledge the condition of the property, and you will be given a copy. The original will be retained in the Department's files and will be used when you vacate to document the condition of the premises at that time. Annual inspections will also be conducted to assess the condition of the property during your occupancy so we can ascertain any deficiencies and maintain the property in a habitable condition. You should be aware that under California Civil Code Section 1950.5, your deposit money is refundable only to the extent not used for cleaning, repairing damage, paying of back rent, or restoring, replacing, or returning personal property or appurtenances.

MOVE IN

TENANT	ADDRESS & UNIT	TENANCY NO.		MOVE-IN DATE
		PETS: No.	Kind	

ITEMS	CONDITION		COMMENTS on Unsatisfactory
	Satisfactory	Unsatisfactory	
EXTERIOR			
Walls & Windows			
Stairs & Porches			
Roof, Gutters & Downspouts			
Screens & Vents			
Garage, Garage Door & Driveway			
Paint*			
Other			
YARD			
Landscaping & Fencing			
Other			
INTERIOR			
Kitchen			
Walls & Ceilings			
Flooring & Baseboards			
Doors & Locks			
Fixtures & Appliances			
Electrical & Lighting			
Living, Dining & Family Rooms			
Walls & Ceilings			
Flooring & Baseboards			
Doors & Locks			
Electrical & Lighting			
Bedrooms			
Walls & Ceilings			
Flooring & Baseboards			
Doors & Locks			
Electrical & Lighting			
Bathrooms			
Walls & Ceilings			
Flooring & Baseboards			
Electrical & Lighting			
Fixtures			
Toilet & Shower			
Smoke Alarms Operable			
Heating & Thermostats			
Paint*			
Other			

*If peeling/chipped paint indicated – ACTION REQUIRED see supervisor

INDICATION: RODENT PEST CONTROL NEEDED: YES NO

**RESIDENTIAL PROPERTY OCCUPANCY AND VACANCY
INSPECTIONS (Cont.)**

I hereby acknowledge that the above is an accurate statement of the condition of the unit at the time of my taking occupancy. I further understand that I shall be required to deliver the unit in the same condition at the termination of my tenancy or to pay for any costs incurred by the Department to restore the unit to its condition at the time I took possession of the unit, normal wear and tear excepted.

This Inspection Notice may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Inspection Notice. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Inspection Notice. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Inspection Notice based on such telecopied or e-mailed signatures..

Tenant(s) _____

Date _____

Move-in Inspection Performed _____

Date _____

**RESIDENTIAL PROPERTY OCCUPANCY AND VACANCY
INSPECTIONS (Cont.)**

EXHIBIT
11-EX-56 (REV 7/2021)
Page 3 of 3

MOVE OUT

TENANT	ADDRESS & UNIT	TENANCY NO.		MOVE-OUT DATE
		PETS: No.	Kind	
ITEMS	CONDITION		COMMENTS on Unsatisfactory	
	Satisfactory	Unsatisfactory		
EXTERIOR				
Walls & Windows				
Stairs & Porches				
Roof, Gutters & Downspouts				
Screens & Vents				
Garage, Garage Door & Driveway				
Paint*				
Other				
YARD				
Landscaping & Fencing				
Other				
INTERIOR				
Kitchen				
Walls & Ceilings				
Flooring & Baseboards				
Doors & Locks				
Fixtures & Appliances				
Electrical & Lighting				
Living, Dining & Family Rooms				
Walls & Ceilings				
Flooring & Baseboards				
Doors & Locks				
Electrical & Lighting				
Bedrooms				
Walls & Ceilings				
Flooring & Baseboards				
Doors & Locks				
Electrical & Lighting				
Bathrooms				
Walls & Ceilings				
Flooring & Baseboards				
Electrical & Lighting				
Fixtures				
Toilet & Shower				
Smoke Alarms Operable				
Heating & Thermostats				
Paint*				
Other				

*If peeling/chipped paint indicated – ACTION REQUIRED see supervisor

INDICATION: RODENT PEST CONTROL NEEDED: YES NO

I hereby acknowledge that the above is an accurate statement of the condition of the unit at the time of my vacating occupancy. I further understand that I shall be required to deliver the unit in the same condition at the termination of my tenancy or to pay for any costs incurred by the Department to restore the unit to its condition at the time I took possession of the unit, normal wear and tear excepted.

Tenant(s) _____

Date _____

Move-out Inspection _____

Date _____

Memorandum

To: _____
Name

Date: _____

Title (Deputy District Director)

Tenancy No: _____

Division

From: _____
Name

Right of Way Title

Subject: **MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN D- [REDACTED]
RIGHT OF WAY REAL PROPERTY SERVICES AND (DIVISION NAME) TO
UTILIZE STATE-OWNED LAND AND BUILDINGS PURCHASED FOR
FREEWAY/HIGHWAY PROJECTS**

It is understood and agreed that [Employee's Name, Title (Telephone Number)] of [Division Name] will be utilizing State-owned land and/or building(s) purchased for freeway/highway projects located at [address, EA, county, route & PM] effective [REDACTED].

It is agreed that prior to [Division Name] taking possession of the subject land/building, D-[REDACTED] Right of Way Real Property Services will conduct an inspection of the premises. A [Division Name] representative may accompany the Real Property Services Agent on this inspection if they wish to be present.

It is understood and agreed that [Division Name] will be responsible for maintenance, utilities, cost of repairs and general upkeep of the State-owned land and/or building(s) from the effective date of tenancy in possession through the date of vacating the subject parcel/building.

It will be the responsibility of [Employee's Name] from [Division Name] to notify District [REDACTED] Right of Way Real Property Services a minimum of 60 days in advance of vacating the subject land/building.

**MEMORANDUM OF UNDERSTANDING FOR UTILIZING
STATE-OWNED PROPERTY (Cont.)**

EXHIBIT
11-EX-57 (REV 7/2021)
Page 2 of 3

It is agreed that District [REDACTED] Right of Way Real Property Services will conduct an on-site inspection of the subject land/building prior to Division Name vacating the subject parcel/building.

If advance notice and Real Property Services inspection is not completed prior to Division Name vacating the subject land/building, tenancy will not be closed and Division Name will remain responsible for all maintenance, utilities and repair costs.

Upon vacating the property, Division agrees to leave same in as good condition as exited on the day possession was taken, allowing for ordinary and normal usage during occupancy; and to reimburse Right of Way for any damage done to the property caused by Division's occupation or tenancy other than that due to normal use. Division will pay any removal costs incurred by Right of Way. On the date the property is vacated, Division agrees to deliver the property keys to Right of Way in person.

It is understood that if the inspection of the subject land/building reveals that the subject land/building has incurred any damages during the time of tenancy in possession, the Division Name will be responsible for the cost of repairs to mitigate those damages prior to vacating the subject land/building. Once repairs are completed, Division Name will notify Right of Way Real Property Services and schedule a follow-up inspection before tenancy will be closed.

Upon vacating the subject land/building, Division Name will turn over all keys and/or other items belonging to District [REDACTED] Right of Way Real Property Services.

It is understood and agreed that any Division Name assigned State-owned items (i.e., office equipment, field equipment) must be removed prior to vacating the subject land/building. Any State-owned items left after vacating will be deemed as surplus and District [REDACTED] Facilities will be contacted to take inventory and dispose of properly.

Employee's name of Division shall not add or sublet this Agreement without Right of Way's written consent.

**MEMORANDUM OF UNDERSTANDING FOR UTILIZING
STATE-OWNED PROPERTY (Cont.)**

This Memorandum of Understanding (MOU) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same MOU. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this MOU. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as handwritten signatures, and hereby waive any defenses to the enforcement of the terms of this MOU based on such telecopied or e-mailed signatures.

IN WITNESS HEREOF, the parties hereto are in agreement to the terms and conditions of this Memorandum of Understanding.

Approved and Agreed: _____
Employee's Name _____ Date _____
Title _____
Division Name _____

Approval and Agreed: _____
Name _____ Date _____
Title (Division Chief) _____
Division _____

Approval and Agreed: _____
Name _____ Date _____
Title _____
Right of Way _____

We would like to welcome you as a new lessee in our rental property. This PROPERTY OCCUPANCY AND VACANCY INSPECTIONS form is for your protection, as well as the Department's. When the form has been completed, you will be asked to sign to acknowledge the condition of the property, and you will be given a copy. The original will be retained in the Department's files and will be used when you vacate to document the condition of the premises at that time. Annual inspections will also be conducted to assess the condition of the property during your occupancy so we can ascertain any deficiencies. You should be aware that under California Civil Code Section 1950.7, your security deposit money is refundable only to the extent not used for cleaning, repairing damage, or paying back rent.

MOVE IN

TENANT	ADDRESS & UNIT	TENANCY NO.	MOVE-IN DATE
		PETS: No. Kind	

ITEMS	CONDITION		COMMENTS on Unsatisfactory
	Satisfactory	Unsatisfactory	
EXTERIOR			
Walls & Windows			
Stairs			
Roof, Trim, Gutters & Downspouts			
Screens & Vents			
Driveway & Walkway			
Paint*			
Storage Areas			
Weed Abatement			
Litter/Garbage/Debris			
Fence & Gates			
LANDSCAPING			
Lawn and Shrubs			
Other			
INTERIOR			
Floors			
Walls & Ceilings			
Plumbing			
Doors & Locks			
Fixtures & Appliances			
Electrical & Lighting			
Smoke Alarms Operable			
Heating & Thermostats			
Paint*			
Other			

*If peeling/chipped paint indicated – ACTION REQUIRED see supervisor

INDICATION: RODENT PEST CONTROL NEEDED: YES NO

I hereby acknowledge that the above is an accurate statement of the condition of the unit at the time of my taking occupancy. I further understand that I shall be required to deliver the unit in the same condition at the termination of my tenancy or to pay for any costs incurred by the Department to restore the unit to its condition at the time I took possession of the unit, normal wear and tear excepted.

Lessee(s) _____

Date _____

Move-in Inspection Performed _____

Date _____

PROPERTY OCCUPANCY AND VACANCY INSPECTIONS (Cont.)

MOVE OUT

TENANT	ADDRESS & UNIT	ACCOUNT NO.		MOVE-OUT DATE
		PETS: No.	Kind	
ITEMS	CONDITION		COMMENTS on Unsatisfactory	
	Satisfactory	Unsatisfactory		
EXTERIOR				
Walls & Windows				
Stairs				
Roof, Trim, Gutters & Downspouts				
Screens & Vents				
Driveway & Walkway				
Paint*				
Storage Areas				
Weed Abatement				
Litter/Garbage/Debris				
Fence & Gates				
LANDSCAPING				
Lawn and Shrubs				
Other				
INTERIOR				
Floors				
Walls & Ceilings				
Plumbing				
Doors & Locks				
Fixtures & Appliances				
Electrical & Lighting				
Smoke Alarms Operable				
Heating & Thermostats				
Paint*				
Other				

*If peeling/chipped paint indicated – ACTION REQUIRED see supervisor

INDICATION: RODENT **PEST** **CONTROL NEEDED: YES** **NO**

I hereby acknowledge that the above is an accurate statement of the condition of the unit at the time of my vacating occupancy. I further understand that I shall be required to deliver the unit in the same condition at the termination of my tenancy or to pay for any costs incurred by the Department to restore the unit to its condition at the time I took possession of the unit, normal wear and tear excepted.

Lessee(s) _____

Date _____

Move-out Inspection _____

Date _____

1. PROPERTY MANAGEMENT PARCEL/ TENANCY NUMBER		2. EXCESS LAND NUMBER		3. AREA SIZE <input type="checkbox"/> SQ. FEET <input type="checkbox"/> ACRE <input type="checkbox"/>		
4. ADDRESS / LOCATION OF PROPERTY			5. CITY		6. ZIP CODE CA	
7. TYPE OF PROPERTY ___ Industrial ___ Agriculture ___ Commercial ___ Residential ___ Mitigation ___ Other		8. REASON FOR INSPECTION _____ MANDATORY YEARLY INSPECTION _____ PUBLIC COMPLAINT _____ INTERNAL REQUEST			9. REQUESTER NAME & PHONE NUMBER	
10. PROPERTY LOCATION SEE ATTACHED MAP EXAMPLE GOOGLE MAP, ROW MAP, LAND VISION						
IS THE PROPERTY BEING UTILIZED AS RWPMS REFLECTS				___ Yes ___ No		
INSPECTION OF PROPERTY			DESCRIPTION OF PHOTOS TAKEN DURING INSPECTION			
Satisfactory/ Unsatisfactory:		COMMENTS		___ Lawn ___ Shrubs ___ Fence ___ Gates ___ Driveway ___ Walkway ___ Parking Lot ___ Litter/Garbage/Debris ___ Weed Abatement ___ Encroachment ___ Homeless Activity ___ Caltrans Property Signage Other _____		
	S U					
LITTER						
FENCING						
GRAFFITI						
ENCROACH						
WEED ABATEMENT						
RODENTS						
CALTRANS PROP SIGNS						
EXCESS EROSION						
HOMELESS ACTIVITY						
ILLEGAL PARKING						

Stormwater

Activities – Check each activity present at the site.				Corrective Action
	Yes	No	N/A	Specific Comments
Illicit Connections/Illegal Discharges.				
1. Are any illicit connections present?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2. Is illegal dumping or uncontrolled spillage/discharge occurring?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SIGNATURE OF AGENT MAKING INSPECTION		DATE OF INSPECTION
Date agent gave form to supervisor		
SUPERVISOR'S REVIEW:	FORM REVIEWED BY	DATE

To: _____ **(name of tenant)**
_____ **(address of tenant)**

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at _____ **(state location of the property by address or other sufficient description)**. The rent on this property has been due and unpaid for 14 consecutive days and the landlord believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on _____ **(Insert a date not less than 15 days after this notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail)**, unless before that date the landlord receives at the address indicated below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Supervisor's Name
Supervisor's Title
Property Management Services

DIVISION OF RIGHT OF WAY AND LAND SURVEYS
ATTN: PROPERTY MANAGEMENT
District Address
City, CA Zip Code

Dated: _____ day of _____, 20__

Served: _____ day of _____, 20__

By: _____
Right of Way Agent's Name
Right of Way Agent's Title
Property Management Services

To: _____ **(name of lessee)**
_____ **(address of lessee)**

This notice is given pursuant to Section 1951.35 of the Civil Code concerning the real property leased by you at **Address of Leased Property, City, CA Zip Code**. The rent on this property has been due and unpaid for the number of days necessary to declare a rent default under your lease and the lessor believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on **(Insert a date not less than 15 days after this notice is served personally, sent by overnight courier service, or deposited in the mail)**, unless before that date the lessor receives at the address below a written notice from you stating both of the following:

- (1) Your intent not to abandon the real property.
- (2) An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Supervisor's Name
Supervisor's Title
Property Management Services

DIVISION OF RIGHT OF WAY AND LAND SURVEYS
ATTN: PROPERTY MANAGEMENT
District Address
City, CA Zip Code

Dated: _____ day of _____, 20__

Served : _____ day of _____, 20__

By: _____
Agent's Name
Agent's Title
Property Management Services

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY
CIVIL CODE SECTION 1993.04

To: _____ *(name of former lessee)*
_____ *(address of former lessee)*

When you vacated the premises at *(address of premises, including room number, if any)*, the following personal property remained:

(insert description of all personal property that remained)

You may claim this property at *(address where property may be claimed or stored)*.

Unless you pay the reasonable cost of storage for all of the above-described property, and take possession of the property which you claim, not later than *(insert date not less than 15 days after notice is personally delivered or, if mailed, not less than 18 days after notice is deposited in the mail)*, this property may be disposed of pursuant to Section 1993.07 of the Civil Code.

(Select one of the following statements, as applicable.)

If you fail to reclaim the property, it will be sold at a public sale after notice of the sale has been given by publication. You have the right to bid on the property at this sale. After the property is sold and the cost of storage, advertising, and sale is deducted, the remaining money will be paid over to the county. You may claim the remaining money at any time within one year after the county receives the money. *(to be used if property is believed to be worth \$2,500.00 or more or an amount greater than one month's rent, whichever is greater)*

STATUTORY NOTICE TO FORMER TENANT OF RIGHT TO RECLAIM ABANDONED PROPERTY – NON-RESIDENTIAL (Cont.)

Because you were a commercial tenant and this property is believed to be worth less than either two thousand five hundred dollars (\$2,500.00) or an amount equal to one month's rent for the premises you occupied, whichever is greater, it may be kept, sold, or destroyed without further notice if you fail to reclaim it within the time indicated above. *(to be used if property is believed to be worth less than \$2,500.00 or an amount equal to one month's rent, whichever is greater)*

(Signature of Agent)
Department of Transportation

Dated: _____

(Type or print name of Agent)

Department of Transportation

(Telephone)

(Address)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**STATUTORY NOTICE TO PERSON OTHER THAN FORMER
TENANT OF RIGHT TO RECLAIM ABANDONED PROPERTY –
NON-RESIDENTIAL**

EXHIBIT
11-EX-63 (NEW 1/2020)

NOTICE OF RIGHT TO RECLAIM ABANDONED PROPERTY
CIVIL CODE SECTION 1993.05

To: _____ *(name of non-tenant)*
_____ *(address of non-tenant)*

When *(name of former tenant)* vacated the premises at *(address of premises, including room or apartment number, if any)*, the following personal property remained:

(insert description of all personal property that remained)

You may claim this property at *(address where property may be claimed or stored)*.

Unless you pay the reasonable cost of storage for all of the above-described property, and take possession of the property that you claim, not later than *(insert date not less than 15 days after notice is personally delivered or, if mailed, not less than 18 days after notice is deposited in the mail)*, this property may be disposed of pursuant to Section 1993.07 of the Civil Code.

(Signature of Agent)
Department of Transportation

Dated: _____

(Type or print name of Agent)

Department of Transportation

(Telephone)

(Address)

TENANCY NUMBER:	
TENANT:	
FORWARDING ADDRESS:	
VACATE DATE:	
MOVE-OUT INSPECTION DATE:	

SECURITY DEPOSIT HELD BY DEPARTMENT:	
LESS DAMAGES:	
SECURITY DEPOSIT BALANCE:	

ACCOUNT BALANCE ON RWPM:			
LESS OVERBILLINGS:	AMOUNT	NUMBER OF DAYS/MONTHS	TOTAL
RENT REIMBURSED (DAYS):			
UTILITIES REIMBURSED (DAYS):			
RENT (MONTHS):			
UTILITES (MONTHS):			
LATE CHARGES:			
MAINTENANCE OFFSETS:			
ADDITIONAL DEDUCTIONS:			
TOTAL DEDUCTIONS:			
ADD UNDERBILLINGS:	AMOUNT	NUMBER OF DAYS/MONTHS	TOTAL
RENT PRORATED (DAYS):			
UTILITES PRORATED (DAYS):			
RENT (MONTHS):			
UTILITIES (MONTHS):			
ADDITIONAL CHARGES:			
TOTAL ADDITIONS			
ADJUSTED ACCOUNT BALANCE:			

AMOUNT DUE TO DEPARTMENT:	
AMOUNT TO REFUND TENANT:	

COMMENTS:

AGENT:	DATE:
INSPECTED BY:	DATE:
APPROVED BY:	DATE:

FLOOD DISCLOSURE ADDENDUM

This Flood Disclosure Addendum is made part of the rental agreement dated _____, _____, between the State of California, Department of Transportation, hereinafter known as Department, and _____, hereinafter known as Tenant(s), for the certain property in the County of _____, State of California, the address of which is _____.

Pursuant to Government Code Section 8589.45, the Department is required to disclose if the property is at risk of flooding.

Department's Disclosure:

- The Department has **NO KNOWLEDGE** that this property is located in a special flood hazard area or area of potential flooding.

OR

- This property is located in a special flood hazard area or area of potential flooding, and the Department has actual knowledge of that fact. The Department is considered to have actual knowledge if:
- The Department has received notice from a public agency that the property is located in a special flood hazard zone or an area of potential flooding;
 - The Department's mortgage holder requires the Department to carry flood insurance; or
 - The Department currently carries flood insurance.

Tenant(s) may obtain information about hazards, not limited to flooding, that may affect the property from the [Office of Emergency Services](#).

It shall be known that the Department is self-insured and will not keep the property insured against any insurable risk. Therefore, the Department shall not cover the loss of the Tenant's personal possessions or for any relocation expenses due to flooding. Any losses would be the sole responsibility of the Tenant(s). The Tenant(s) should consider purchasing their own insurance to cover these items. The Department does not need to provide any additional information concerning the potential of flood hazards on the property.

FLOOD DISCLOSURE ADDENDUM (Cont.)

The following parties have reviewed the information about and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

This Addendum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Addendum. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signatures or signatures transmitted by electronic mail in so-called "pdf" format may be used in place of original signatures on this Addendum. All parties intend to be bound by the signatures on the telecopied or e-mailed document, are aware that the other party will rely on the telecopied or e-mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Addendum based on such telecopied or e-mailed signatures.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

(Type Tenant's Name)

(Type Tenant's Name)

*(Type Right of Way Agent's
Name)*
Property Management

(Type Tenant's Name)

(Type Supervisor's Name)
(Type Supervisor's Title)

NOTICE TO TERMINATE NON-RESIDENTIAL TENANCY

To: _____

AND ALL OTHERS IN POSSESSION OF THE PREMISES DESCRIBED AS:

Address: _____,

_____ County

NOTICE is hereby given that, pursuant to the election of the Lessor, by the provisions of Clause ____¹ of the Lease Agreement dated _____², between you and the State of California, Department of Transportation, under which you hold possession of the premises described above, the Lessor has elected to terminate said tenancy as of _____³ (____)⁴ days after service upon you of this notice, and you are hereby required to quit and deliver possession of said premises, in the condition as specified in the Lease Agreement, to the Lessor on or before the _____⁵ (____)⁶ day after service upon you of this notice.

You are required to vacate the premises on or before the date of termination. If you do not surrender possession on or before that date, legal proceedings will be commenced against you to recover possession of said premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover rents, damages, and costs of suits.

Pursuant to Civil Code Section 1946, state law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the

NOTICE TO TERMINATE NON-RESIDENTIAL TENANCY (Cont.)

EXHIBIT
11-EX-67 (NEW 1/2020)
Page 2 of 5

property belonging to you was left behind after you moved out.

DATED: _____

Landlord: **DEPARTMENT OF TRANSPORTATION**

by: _____

Printed Name: _____

Title: _____

Tel. No.: _____

PROOF OF SERVICE

I, the undersigned, being at least eighteen (18) years of age, declare under penalty of perjury that I served the _____⁷ (____)⁸ DAY NOTICE TO TERMINATE TENANCY, of which this is a true copy, on the above named tenant in the manner indicated below:

DATED: _____

- I personally delivered a copy of the notice to tenant.

- After attempting personal service, I handed the notice to a person of suitable age and discretion at the tenant's residence/business, and I deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.

- After attempting service, in both manners indicated above, I posted the notice in a conspicuous place at the tenant's residence/business, and deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.
 - Front door
 - Garage door
 - Screen
 - Other _____describe.

NOTICE TO TERMINATE NON-RESIDENTIAL TENANCY (Cont.)

EXHIBIT
11-EX-67 (NEW 1/2020)
Page 4 of 5

Executed on _____, at the City of ____

County of _____, State of California.

Served by: _____

Printed Name: _____

Title: _____

-
- ¹ Enter the Clause Number in the Lease Agreement that pertains to the Termination Clause.
 - ² Enter the Date the Lease Agreement was made and entered into as shown on the Preamble of the Lease Agreement.
 - ³ Write out the number of days as shown in the Termination Clause, e.g. Thirty.
 - ⁴ Enter the numerical number of days as shown in the Termination Clause, e.g. 30.
 - ⁵ Write out the number of days as shown in the Termination Clause, e.g. Thirtieth.
 - ⁶ Enter the numerical number of days as shown in the Termination Clause, e.g. 30th.
 - ⁷ Write out the number of days as shown in the Termination Clause, e.g. Thirty.
 - ⁸ Enter the numerical number of days as shown in the Termination Clause, e.g. 30.

TENANCY NO.: _____

To: _____

AND ALL OTHERS IN POSSESSION OF THE PREMISES DESCRIBED AS:

Address: _____,

_____ County

Tenant(s) in Possession and to any other persons in possession:

PLEASE TAKE NOTICE that you are in breach of the agreement under which you hold possession of the above-described premises as follows:

(EXPLAIN EXPLICITLY AND CONCISELY THE BREACH OF COVENANT AND REFER TO THE SPECIFIC CLAUSE OF THE RENTAL AGREEMENT WHICH IS TO BE CORRECTED. DO NOT PREPARE A LONG EXPLANATION OR ADD ANY EXTRANEOUS INFORMATION)

You are hereby required to correct the above specified breach of covenant of your agreement within three (3) days after service of this notice. Failure to correct the above specified breach of covenant will result in the issuance of a Notice to Terminate Tenancy or service of a 3-Day Notice to Quit for Breach of Covenant.

DATED: _____

Landlord: **DEPARTMENT OF TRANSPORTATION**

by: _____

Printed Name: _____

Title: _____

Tel. No.: _____

PROOF OF SERVICE

I, the undersigned, being at least eighteen (18) years of age, declare under penalty of perjury that I served the THREE (3) DAY NOTICE TO CORRECT BREACH OF COVENANT, of which this is a true copy, on the above named tenant in the manner indicated below:

DATED: _____

- I personally delivered a copy of the notice to tenant.
- After attempting personal service, I handed the notice to a person of suitable age and discretion at the tenant's residence/business, and I deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.
- After attempting service, in both manners indicated above, I posted the notice in a conspicuous place at the tenant's residence/business, and deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.
 - Front door
 - Garage door
 - Screen
 - Other _____ describe.

Executed on _____, at the City of _____

County of _____, State of California.

Served by: _____

Printed Name: _____

Title: _____

60 DAY NOTICE TO TERMINATE RESIDENTIAL TENANCY – JUST CAUSE

To: _____

AND ALL OTHERS IN POSSESSION OF THE PREMISES DESCRIBED AS:

Address: _____,

_____ County

NOTICE is hereby given that the tenancy under which you occupy the premises described above is terminated sixty (60) days from the date of service of this notice on you. The tenancy is terminated due to **(ENTER THE JUST CAUSE REASON AS SPECIFIED IN SECTION 1946.2(b) OF THE CIVIL CODE)**.

You are required to vacate the premises on or before the date of termination. If you do not surrender possession on or before that date, legal proceedings will be commenced against you to recover possession of said premises, declare the forfeiture of the rental agreement or lease under which you occupy the premises, and recover rents, damages, and costs of suits.

(IF THE NOTICE OF TERMINATION IS DUE TO A NO-FAULT JUST CAUSE REASON AS DEFINED PER CIVIL CODE SECTION 1946.2(b)(2) ADD THE FOLLOWING PARAGRAPH)

Pursuant to Civil Code Section 1946.2(d), state law permits tenants of no-fault just cause terminations the right to receive relocation assistance or a rent waiver in the amount of one month of the tenant's current rent. Landlord has elected to waive tenant's rent in the amount of **(ENTER THE AMOUNT OF RENT FOR THE FINAL MONTH)** for the final month of the tenancy and no rent is due for the final month of the tenancy.

Pursuant to Civil Code Section 1950.5(f)(1), you have the right to request an initial inspection of your rental and be present during that inspection which shall occur no earlier than two weeks prior to the termination of the tenancy. After the initial inspection and until the termination of the tenancy, you shall have the opportunity

to remedy any deficiencies, in a manner that is consistent with the terms of the rental agreement, in order to avoid deductions from the security deposit. If you do not request an initial inspection within the time frames specified herein, then any duties under this section will be discharged to the landlord. Please contact the owner/agent if you wish to request an initial inspection and we will schedule it in accordance with the requirements of this section.

Pursuant to Civil Code Section 1946.1(h), state law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out.

DATED: _____

Landlord: **DEPARTMENT OF TRANSPORTATION**

by: _____

Printed Name: _____

Title: _____

Tel. No.: _____

PROOF OF SERVICE

I, the undersigned, being at least eighteen (18) years of age, declare under penalty of perjury that I served the SIXTY (60) DAY NOTICE TO TERMINATE TENANCY, of which this is a true copy, on the above named tenant in the manner indicated below:

DATED: _____

- I personally delivered a copy of the notice to tenant.

- After attempting personal service, I handed the notice to a person of suitable age and discretion at the tenant's residence/business, and I deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.

- After attempting service, in both manners indicated above, I posted the notice in a conspicuous place at the tenant's residence/business, and deposited a true copy of the notice in the United States Postal mail service, in a prepaid, sealed envelope, addressed to the tenant at his/her place of residence/business.
 - Front door
 - Garage door
 - Screen
 - Other _____ describe.

Executed on _____, at the City of _____

County of _____, State of California.

Served by: _____

Printed Name: _____

Title: _____

WRITTEN NOTICE OF DENIAL

RW 11-04 (NEW 07/2021)

*List names, addresses, and telephone numbers of other consumer credit reporting agencies, if applicable.

Sincerely,

(Type Agent's Name)

Senior Right of Way Agent
Department of Transportation

NOTICE OF RIGHT TO INSPECTION

RW 11-08 (NEW 04/2021)

Lock Form

(Print on District Letterhead)

(Type Date)

(File Reference)

To: *(Tenant's name, as listed in the current tenancy agreement)*

Tenant(s) in Possession

As you have given notice to the Department of Transportation (Department) to terminate your above-referenced tenancy on *(enter date)*, it is the responsibility of the Department to inform you that you are entitled to request an initial inspection of the property.

The purpose of such an initial inspection as provided in California Civil Code, Section 1950.5 is to allow you an opportunity to remedy identified deficiencies, in order to avoid deductions from the security deposit. Such inspections are to take place at a reasonable time, but not earlier than two (2) weeks before the termination of the tenancy. Under the statute, you have a right to be present, if you wish, during such an initial inspection.

If you desire an initial inspection, please contact me at the address or telephone number below so that a mutually convenient time for the inspection may be set. No initial inspection will be scheduled without your request. If you do request an initial inspection, the Department will provide 48-hours' written notice of the date and time of the inspection, unless you agree to forgo the 48-hour notice by signing a written waiver.

(Type Agent's Name)

Right of Way Agent

(Type Address)

(Type Telephone Number)

PROOF OF SERVICE NOTICE

RW 11-14 (NEW 06/2021)

Lock Form

Page 1 of 2

REGARDING PROPERTY AT:

The undersigned served Notice, of which is a true copy, as follows:

1. Name of Tenant:

2. Person served and title:

3. Person with whom left, their title or relationship to person served:

4. **Date and time of delivery:**

5. Address: *(city and state served)*

Home:

Business:

6. Manner of service: (check proper box)

 Posting of property - by affixing copy in conspicuous place and thereafter mailing to tenant(s) at property address (see above).

 Personal Service - by personally delivering copies to the person served.

 Substituted Service - by leaving copies at the dwelling house, usual place of abode, or usual place of business of the person served in the presence of competent member of the household or a person apparently in charge of their office or place of business at least 18 years of age who was informed of the general nature of the papers, and thereafter mailing (by first-class mail, postage prepaid) copies to the person served at the place where copies were left.

7. At the time of service, I was at least 18 years of age and not a party to this action.

(Agent's Name)

Right of Way Agent

PROOF OF SERVICE NOTICE

RW 11-14 (NEW 06/2021)

PROOF OF SERVICE BY MAIL

On _____ (*date*), after service on the above party at the above address (property) was made, I served the attached Notice upon tenant(s) by placing a true copy thereof served enclosed in a sealed envelope with postage thereon prepaid for First Class or Certified Mail in the United States at _____ (*city*), California, to the above address.

(*Agent's Name*)

Right of Way Agent

Dated

UNLAWFUL DETAINER REQUEST

RW 11-15 (NEW 06/2021)

State of California

California State Transportation Agency

Memorandum

To: (DISTRICT LEGAL CONTACT)
(DISTRICT LEGAL'S CONTACT TITLE)

Date:

Attention: (District Legal Contact)
(District Legal Contact's Title)

Tenancy Number:

From: **DEPARTMENT OF TRANSPORTATION**
Right of Way Property Management Branch
District (#)

Subject: Unlawful Detainer

District _____ requests your office to prepare an unlawful detainer:

1. Name of Tenants(s):
2. Names of Others Occupying Property (over the age of 18):
3. Address of Property:
4. Start Tenancy Date:
5. Type of Agreement:
6. Original Rental Rate:
7. Rental Rate Increase from Original Signed Agreement:
8. New Amount Paid (*current rent*):
9. Date of Rental Rate Increase:
10. Amount of Delinquent Rent Due (*not including late charges*):
11. Type of Notice Served:
12. If 3-Day Notice Served, Amount Shown on Notice:
13. Date of Service:
14. Is Property Required for Highway Construction? YES NO
15. Are Tenants RAP Eligible? YES NO
16. Attachments:
17. Comments:

(Agent's Name)
Right of Way Agent

(Senior's Name)
Property Management Branch

(Telephone Number)

(Telephone Number)

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
**AUTHORIZATION TO WRITE OFF OR ADJUST
ACCOUNTS RECEIVABLE BILL**

RW 11-25 (REV 12/2001)

CONFIDENTIAL

This document contains personal information and pursuant to Civil Code 1798.21 it shall be kept confidential in order to protect against unauthorized disclosure.

DISTRICT & TENANCY #
(Example: 01-xxxxxx-xxxx-xx)

□□□ - □□□□□□□□ - □□□□□□ - □□□

VACATE DATE: _____

RIGHT OF WAY RENTALS

DEBTOR: _____ DATE: _____

AMOUNT DUE: \$ _____

AMOUNT TO BE CANCELED: \$ _____

WRITE-OFF

ADJUSTMENT

REASON: (Supporting documents must be attached)

REQUESTED BY: _____

DISTRICT RIGHT OF WAY APPROVAL (if applicable):
DATE: _____ APPROVED BY: _____
DIVISION OF ACCOUNTING APPROVAL:
DATE: _____ APPROVED BY: _____

TRANSACTION(S) PROCESSED:

ADJUSTMENT LOG #: _____ - _____ - _____ - _____

CODE	EFF. DATE	AMOUNT
		\$
		\$
		\$
		\$

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For alternate format information, contact the Forms Management Unit at (279) 234-2284, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE FIRE MARSHAL CHECKLIST

RW 11-27 (NEW 4/2002)

- Plan indicates floor level, i.e., Floor 1 of 3
- All rooms labeled/numbered for easy reference
- Identified all rooms within space (office, conference room, closet, etc.)
- Complete address provided
- Location of all fire extinguishers shown
- All fire-rated corridors, stair enclosures, exit balconies, and exit passageways are marked with fire rating
- Indicated location of new construction and inserted appropriate statement
- Provided scale
- Size and fire rating of door assembly for new doors stated
- Door hardware within lease space identified
- Egress routes to the exterior identified
- Location and rating of occupancy separations clearly shown
- Use of adjacent space stated on plans
- Location of any hazardous area within or adjacent to the building shown
- Areas of lease space and exit systems with emergency lighting are shown or stated
- Location of exit signs shown
- Whether or not an automatic sprinkler system is present noted
- Show that elevator openings located above the lowest elevator landing are separated from fire-rated corridors by labeled 20-minute door assemblies

(Name)
Right of Way Agent

DATE

SEISMIC SCREENING CHECKLIST

RW 11-29 (NEW 4/2002)

Lock Data on Form

File # _____ Total Building Sq. Ft. _____ Total Lease Sq. Ft. _____

1. **Retrofit since 1976** YES NO
No further screening required if documentation of retrofit is provided

2. **Age of Building & Type of Construction**

	Pre 1933	1933 to 1976	Post 1976	SCORE
Tilt-Up	8	8	1	
Masonry	10	6	1	
Reinforced Concrete	7	5	1	
Wood Frame	3	2	1	
Steel	4	3	1	

3. **Height of Building in Stories**
Maximum number of stories allowable for screening is 6. Assign one point per story 1-6 _____



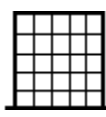
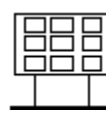


4. **Seismicity**
Assign points as indicated for counties as grouped in a, b, & c below.

(a) 12 points in Los Angeles, West 1/3 of San Bernardino, Contra Costa, Riverside, Santa Clara, Alameda, Ventura, San Francisco, Marin 12 _____

(b) 9 points in Sonoma, Santa Barbara, San Mateo, Orange, San Diego, Inyo, San Luis Obispo, Napa, Kern, Monterey, Solano, Humboldt, Mendocino 9 _____

(c) 3 points to all other counties not listed above 3 _____


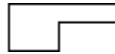

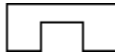
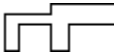
5. **Configuration (vertical)**

5 8 7 10 7 1

All other configurations 1 _____

6. **Configuration (plan view)**

1 6 7 7 7

7. **Visible Defects**
Subject scoring: 10 points maximum assignable for all defects observed. The following list is of typical things to look for.

- a. Dry rot; look for water stains on ceiling tiles and walls
- b. Damaged foundations; look for large cracks and misalignment
- c. Sagging or shifted beams; look for bowing in center, check for position (parallel) to other members
- d. Tilted walls or columns
- e. Corrosion of steel; look for rust, flaking, etc. Check for water stains
- f. Cracks greater than 1/8" in masonry or concrete
- g. Check for any material that crumbles (wood, plaster, concrete, etc.)

10 _____

TOTAL SCORE OF 20 OR ABOVE REQUIRES STANDARD SEISMIC CERTIFICATION TOTAL _____

* Print on District Letterhead

Date:

File #:

(Insert Lessor's address)

Dear _____:

Current state policy dictates that all facilities considered for state lease must be evaluated for the ability to meet a reasonable level of seismic performance.

Our initial screening process indicates that a structural evaluation performed by an independent licensed structural engineer will be required for your facility. The enclosed certification form must be completed by the engineer and returned with all appropriate supporting documentation to this office prior to execution of a lease.

Please initiate action to obtain the above-described certification at the earliest possible date so we can proceed with leasing activity for your facility. All expenses incurred in obtaining the subject certification are to be borne by the lessor.

Should you have any questions regarding this policy as it relates to leasing, please contact me at

(Insert telephone number) .

Sincerely,

(Name)

Right of Way Agent

LETTER OF INTENT TO VACATE— 90

RW 11-35 (NEW 06/2021)

Lock Form

Page 1 of 1

(Print on District Letterhead)

MMMM DD, YYYY

Tenancy Number:

Name

Street Address

City, State, Zip Code

Dear Occupants:

The California Department of Transportation (Department) must soon demolish the building that you are currently occupying in order to clear the right of way for highway construction. It will not be necessary for you to vacate immediately. You will have **AT LEAST** ninety days (90 days) after you receive this notice before we would serve a formal Notice of Termination of Tenancy and Notice to Quit.

This letter is given so you will have ample time to find a replacement property. If you desire assistance in finding a replacement property, please contact the Relocation Assistance Branch at the telephone number or mailing address shown below.

It may be more than ninety days (90 days) before the Notice of Termination of Tenancy and Notice to Quit is issued to you, but any such notice will contain a specific date by which you must vacate.

For assistance, contact:

Relocation Assistance Unit Telephone: _____

Office Address: _____

Agent_____
Date