

RENTAL AGREEMENT

This Agreement is made and entered into this 1st day of February 2010, by and between Samantha J. Waldie hereafter called Owner and Contra Costa County, hereafter called County.

Whereas, it is the desire of County to acquire that certain property in the County of Contra Costa, State of California, described as: APN 067-283-016 for use as rights of way for the State Route 4 East, Somersville Road to State Route 160 Project.

Whereas, it is the desire of County to minimize relocation costs that may mature for future occupants of the above-described property or to otherwise reduce future relocation problems.

Whereas, Owner is agreeable to the accomplishment of this objective by allowing County to pay rent for those units within the described property as they may now be or will become vacant during the life of this Agreement.

Whereas, Samantha J. Waldie warrants she is the Owner of the property described as: APN 067-283-016 (identified herein as "Owner's property") and the rental unit located on said property.

Now, Therefore, It is Hereby Agreed As Follows:

1. County will pay rent for the following identified unit at the monthly rental rate shown:

Unit Identification	Rental Rate
10 Drake Street, Antioch, CA 94509	\$1,100.00

2. Owner will notify County, in writing, immediately upon the vacation of any other units on owner's property and their applicable rental rates. If Owner and County agree to the fair rental rate for the unit, Owner will rent the unit to the County at the agreed upon rate. The additional unit and the County's agreement to pay the agreed upon fair rental rate, shall constitute an amendment to this agreement.
3. In consideration for the rent to be paid under this Agreement, Owner will not re-rent or allow any occupancy of the previously vacated unit by any person or persons.
4. The fair rental rate for any rental unit located on Owner's Property, shall be the same monthly rent as paid by the existing or last occupant at the time the unit becomes vacant, except where the existing rental rate includes utility costs, furniture rental, or other service costs which are not applicable to County's payment for the unit since the County's intent is to keep all units vacant. All costs exclusive of rent for the vacant unit shall be deducted from the existing rental rate to arrive at the fair rental rate to be paid by the County.
5. Payment of rent under this Agreement shall terminate upon transfer of ownership or the date of effective Order of Possession of herein described property to County.
6. This Agreement shall immediately terminate upon close of North American Title Company's Escrow No. 827209.
7. The total rental for the unit being rented in accordance with Clause 1 and 2 above shall be paid to Owner in arrears on the last day of each month.
8. County shall not call on Owner to make any improvements or repairs on the property, but Owner hereby specifically covenants and agrees to keep the property in good order and condition at Owner's cost and expense.
9. Owner reserves the right to enter, inspect the premises, and make any necessary repairs to the premises.
10. In the event the rented premises or any essential part thereof shall be destroyed by fire or other casualty, this Agreement, shall, in the case of total destruction of the rented premises, immediately terminate and, in case of partial destruction or damage, shall terminate at the option of County upon giving notice, in writing, to Owner within 10 days after such fire or casualty, and no rent shall accrue or be payable to owner after such termination. In the event of any such destruction, the rental as herein provided shall be reduced by the number of units destroyed or by the same ratio as the floor space County is precluded from renting bears to the total floor space of the rented premises, whichever is more applicable. The County shall have the right, but not the obligation, to secure the premises, in whatever manner necessary, from vandalism, occupancy or trespassing.

11. Rental payable hereunder for any period of time less than one month shall be determined by prorating the monthly rental rate herein specified on the actual number of days in the month.
12. 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 made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows:

To the Owner at: Samantha J. Waldie
732 Summerset Drive
Rio Vista, CA 94571

and to County at: Karen A. Laws
Contra Costa County Public Works Department
Real Property Division
255 Glacier Drive
Martinez, CA 94553

Nothing shall preclude the giving of any such written notice by personal service.

13. County may terminate this Agreement by giving notice to Owner at least thirty (30) days prior to the date when such termination shall become effective.
14. It is the intent of County and Owner that the units rented by the County remain vacant. Owner shall not permit any person to occupy any unit rented by the County. Owner shall remove any trespassers, squatters, or other unauthorized occupants from the rented units.
15. No alterations or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on either of the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on either of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

Owner


Samantha J. Waldie

12-30-09
Date

Contra Costa County

Michele Trecek
Associate Real Property Agent

Karen A. Laws
Principal Real Property Agent

Julia R. Bueren
Public Works Director

Date