

RENTAL AGREEMENT

This Rental Agreement is made and entered into this ___ day of _____ 2014, by and between Cestmir Herstus and Mary Catherine McGinley, Trustees of the Cestmir Herstus and Mary Catherine McGinley 1999 Revocable Trust, hereafter called Owners, 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: 5303 Riverside Avenue, San Pablo, CA 94806 and identified as APN 417-041-006 (Property) for use as the County's I-80/San Pablo Dam Road Interchange Improvement Project; and

Whereas, it is the desire of County to minimize relocation costs that may mature for future occupants of the Property or to otherwise reduce future relocation problems; and

Whereas, Owners are agreeable to the accomplishment of this objective by allowing the County to pay rent for the Property during the life of this Agreement; and

Whereas, Cestmir Herstus and Mary Catherine McGinley, Trustees of the Cestmir Herstus and Mary Catherine McGinley 1999 Revocable Trust, warrant they are the Owners of the Property.

Now, Therefore, It is Hereby Agreed As Follows:

1. County will pay rent for the Property at the prorated and monthly rental rate shown below:

January 4, 2014 through January 31, 2014 at \$1,633.24 and \$1,750.00 a Month beginning February 1, 2014 through transfer of ownership or effective date of Order of Possession (see Clause 4 Below)
2. In consideration for the rent to be paid under this Agreement, Owners will not re-rent or allow any occupancy of the previously vacated Property by any person or persons.
3. Payment of rent under this Agreement shall terminate upon transfer of ownership or the date of effective Order of Possession for the Property to County.
4. The rent for the Property being rented in accordance with Clause 1 above shall be due to Owners in advance no later than the tenth day of each month during the term of this Agreement.
5. County shall not call on Owners to make any improvements or repairs on the Property, but Owners hereby specifically covenant and agree to keep the Property

6. Owners reserve the right to enter, inspect the Property, and make any necessary repairs to the Property.
7. In the event the Property or any essential part thereof shall be destroyed by fire or other casualty, this Agreement, shall, in the case of total destruction of the Property, immediately terminate and, in case of partial destruction or damage, shall terminate at the option of County upon giving notice, in writing, to Owners within 10 days after such fire or casualty, and no rent shall accrue or be payable to owner after such termination. The County shall have the right, but not the obligation, to secure the Property, in whatever manner necessary, from vandalism, occupancy or trespassing.
8. Rent 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.
9. 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 Owners at: P.O. Box 20941
 El Sobrante, CA 94820

and to County at: Contra Costa County
 Public Works Department
 Real Estate Division
 Principle Real Property Agent
 255 Glacier Drive
 Martinez, CA 94553

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


10. County may terminate this Agreement by giving notice to Owners at least thirty (30) days prior to the date when such termination shall become effective.
11. It is the intent of County and Owners that the Property rented by the County remains vacant. Owners shall not permit any person to occupy the Property rented by the County. Owners shall remove any trespassers, squatters, or other unauthorized occupants from the rented unit.
12. 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.

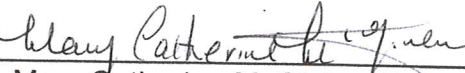
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the date first above written.

COUNTY OF CONTRA COSTA,
A political subdivision of
the State of California

OWNERS

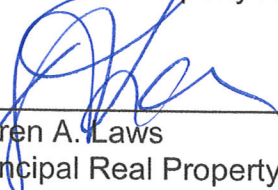
By: _____
Julia R. Bueren
Public Works Director

By: 
Cestmir Herstus, Trustee

By: 
Mary Catherine McGinley, Trustee

RECOMMENDED FOR APPROVAL

BY: 
Michele Trecek
Senior Real Property Agent

By: 
Karen A. Laws
Principal Real Property Agent

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6/13/13