

LEASE AGREEMENT

THIS LEASE, entered into as of 4th day of January, 2026, is by and between the County of Mendocino, a political subdivision of the State of California, hereinafter referred to as Lessee, and Rose Development, Incorporated, a California corporation, hereinafter referred to as Lessor.

WITNESSETH:

1. That on the terms and conditions hereinafter expressed, Lessor does hereby lease to Lessee, and Lessee does hereby hire from Lessor, that certain real property located in Mendocino County, California, owned by Lessor, and located at 301 Kunzler Ranch Road Unit K, California (approximately 1500 square feet).
2. The term of the lease shall be for a period of 1 year, commencing January 4, 2026.
3. The rental shall be the sum of \$1,050 per month, payable monthly in advance by the tenth (10th) day of each and every month. Lessee shall pay a onetime deposit of \$1,050.
4. This agreement may be amended by the parties hereto, and may be canceled by mutual written consent. This lease agreement embodies the entire agreement between Lessor and Lessee, and may be amended only in writing executed by both Lessor and Lessee.
5. If Lessee shall not have been in default hereunder, Lessee shall have the option to extend this lease for 3 periods of 1 year each, upon the same terms and conditions as set forth herein; provided, however, that Lessor does not commit himself to the same rent, nor does Lessee, and that it will be necessary for the parties hereto to agree upon the rental figure. Said option shall be exercised by written notice thereof given to Lessor by Lessee by certified mail at any time ninety (90) days prior to the expiration of the then current term of the lease.
6. The following terms and conditions shall apply to the areas occupied by Lessee as a tenant:
 - a. Lessor shall be obligated to keep in repair said buildings, the sidewalks adjacent thereto, the heating plant, electrical service, and parking areas. Lessee agrees to pay the expense of all heating, water, electricity, and utilities of every sort used, and janitorial work, to include any routine changing of light bulbs, in and on the said premises during the term of this lease, and as the same may be extended, all at Lessee's sole cost and

expense, and Lessee agrees to make provision for the disposal of all refuse and garbage from said premises at Lessee's sole cost and expense.

- b. Lessor shall satisfy requirements as may be established by the California Division of Industrial Safety, within thirty (30) days of such request.
- c. Lessor warrants at the commencement of the lease agreement that the premises meets all applicable standards and provisions of state and federal law for occupancy. Failure of the premises to meet such standards shall constitute a material breach of this agreement. In the event of such breach, Lessee's sole option shall be termination of the agreement.
- d. Lessee may not make any change or addition or alteration in said premises without Lessor's consent in writing first had and obtained, which consent shall not be unreasonably withheld. All locks or bolts, alterations or improvements permanently affixed to, or made upon said premises by either of the parties other than furniture/fixtures affixed because of seismic precautions, shall be and become property of Lessor and shall remain upon and be surrendered with the said premises as a part thereof upon the termination of the lease. Those fixtures and improvements not permanently attached to the premises by Lessee may be removed by Lessee upon expiration or termination of this lease. In the event Lessee installs its own locks and/or bolts and removes the locks and/or bolts upon termination of the lease, Lessee at Lessee's sole cost and expense shall replace its locks and/or bolts with the original hardware or alternate hardware satisfactory to Lessor and restore doors and door frames to their original condition. Lessee has permission to install a burglar alarm and or other security systems and contract for alarm monitoring services. All equipment installed for the purpose of burglar or security systems will be removed by Lessee upon expiration or termination of this lease.
- e. Lessee shall not assign or transfer this lease, nor sublet the whole or any part of said premises without written consent of Lessor first had and obtained, which consent shall not be unreasonably withheld.
- f. Lessee shall and will peaceably and quietly surrender and yield up unto the Lessor on the last day of said term, or as the same may be extended, or other sooner termination of this lease, the said premises and improvements thereon in as good a state or condition as they are now, or may be put into hereinafter, reasonable use and wear and damage by the elements excepted.
- g. In the event that subject premises should be damaged or destroyed by fire, earthquake, or like calamity or by such event be rendered unfit for the

purposes of Lessee, this lease shall automatically cease and terminate, unless within thirty (30) days the parties agree to continue. No rent shall be due or be payable for the period during which the premises are thus rendered untenable for the purpose or use intended by the Lessee.

- h. If any installment of rent be not promptly paid on or before its due date as above specified, or if default shall be made on any of the other covenants herein contained on the part or behalf of the Lessee to be paid, kept, or performed, then at its option Lessor may, twenty (20) or more days after notice of such default given and not cured, terminate this lease. Said notice of default, however, shall not be effective unless it is in writing, and specifically mentions the covenants that are being violated, and is forwarded to the Purchasing Agent of Mendocino County by certified mail and addressed as follows: Purchasing Agent, Executive Office, County of Mendocino, 501 Low Gap Road, Ukiah, California, 95482.
7. In the event litigation arises between the parties hereto, in connection with this lease, each party shall be responsible for their own costs and attorney fees relating to said dispute, including any lawsuit brought by either party.
8. Where Lessor fails to provide contracted maintenance, as stipulated in Section 7(a) above, within two weeks of notification by Lessee, Lessee shall have the authority to contract with an independent vendor for such maintenance and to withhold the cost of repairs from Lessee's next monthly payment to Lessor.
9. Lessor and Lessee agree that any construction, reconstruction, erection, alteration, renovation, improvement, demolition, or painting, (excluding routine maintenance work, minor repainting and landscape maintenance), of the facility shall meet all federal, state and local requirements, and shall be subject to prevailing wage requirements.
10. All the provisions of this lease shall be binding upon, and inure to the benefit of, the respective parties hereto, their respective heirs, administrators, and assigns.
11. Each party to this lease shall have the right to cancel the lease upon thirty (30) days' written notice to the other party.
12. LESSOR shall have the right to enter into the premises at any reasonable time for the purpose of inspecting the same or making such repairs and alterations as are needed at the sole discretion of the LESSOR. LESSOR shall further have the right to inspect the premises to insure that LESSEE has conformed to all the terms and conditions of this agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Darcie Antle
DEPARTMENT HEAD

Date: 11/21/2025

Budgeted: Yes No

Budget Unit: 2310

Line Item: 862210

Org/Object Code:

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: John Haschak
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 12/16/2025

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Annes Deputy 12/16/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Annes Deputy 12/16/2025

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 11/21/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**
Exception to Bid Process Required/Completed _____
Mendocino County Business License: Valid _____
Exempt Pursuant to MCC Section: _____

CONTRACTOR/COMPANY NAME

By: ashlynn rose
SIGNATURE

Date: 11/21/2025

NAME AND ADDRESS OF CONTRACTOR:

Rose Development, Inc.
11201 Burris Ln.
Potter Valley, CA 95469

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: Mark Kline
COUNTY COUNSEL

Date: 11/21/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Jay Kline
Deputy CEO or Designee

Date: 11/21/2025

301 Kunzler Ranch Road Unit K Lease Agreement - 11.21.25 signed

Final Audit Report

2025-11-22

Created:	2025-11-22
By:	Rebeca Kisling (kislingr@mendocinocounty.org)
Status:	Signed
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"301 Kunzler Ranch Road Unit K Lease Agreement - 11.21.25 signed" History

-  Document created by Rebeca Kisling (kislingr@mendocinocounty.org)
2025-11-22 - 0:55:59 AM GMT
-  Document emailed to Ashlynn Rose (office@rosedevelopmentinc.com) for signature
2025-11-22 - 0:56:04 AM GMT
-  Email viewed by Ashlynn Rose (office@rosedevelopmentinc.com)
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-  Document e-signed by Ashlynn Rose (office@rosedevelopmentinc.com)
Signature Date: 2025-11-22 - 6:12:40 AM GMT - Time Source: server
-  Agreement completed.
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