



Ruth Lake Community Services District

12200 Mad River Road

P.O. Box 6

Mad River, CA 95552

Telephone: 707-574-6332 Fax: 707-574-6080

Email: ruthlakecsd@yahoo.com Website: www.ruthlakecsd.org

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (“sublease” or “Agreement”) is made on this 1st day of May 2023, between the RUTH LAKE COMMUNITY SERVICES DISTRICT (hereinafter referred to as “**RLCSD**”) and _____ (hereinafter referred to as “**Sublessee**”).

RECITALS

This sublease is made regarding the following facts and objectives:

A. **Sublessee** desires to sublet the following described property from **RLCSD**:

Lease Site # _____ of the Ruth Lake CSD Lease Lots Map attached as Exhibit A

B. The above-described property (along with other properties) is the subject of a certain lease entered into between the Humboldt Bay Municipal Water District, as Lessor, and the County of Trinity, as Lessee, dated December 31, 1964, which was subsequently assigned to **RLCSD** (“Master Lease”). The contents of the Master Lease are posted at **RLCSD**’s website [www.ruthlakecsd.org] and are incorporated herein by reference.

C. This sublease is intended to carry out the recreational purposes permitted by the Master Lease.

D. **RLCSD** is willing to sublet the above-described property to **Sublessee** on the terms and provisions set forth in this sublease.

NOW, THEREFORE, the parties **AGREE** as follows:

1. **RLCSD** hereby subleases to **Sublessee**, upon the terms and conditions described herein, the real property described above (“premises”). **RLCSD** expressly reserves, however, the right to establish and maintain (prior or after execution of this Agreement) easements on or across the subleased premises for purposes of ingress, egress, and public utilities.

2. **Sublessee** agrees to be bound by all of the terms and conditions of that certain lease entered into between the Humboldt Bay Municipal Water District (**HBMWD** herein), as Lessor, and the County of Trinity, as Lessee, dated December 31, 1964, which was subsequently assigned to **RLCSD** herein (“Master Lease”). In the event of any inconsistencies between this sublease and the Master Lease, the Master Lease shall prevail. **Sublessee** acknowledges that Ruth Lake is an artificial impoundment of water created primarily for municipal and industrial purposes and that any recreational use of the water is subordinate to such uses. **Sublessee** also agrees to be bound

by all policies, standards, rules, and regulations of **RLCSD**, past, present, or future which may be amended from time to time with or without prior notice. Failure to do so shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

3. The term of this sublease shall commence on May 1st, 2023, and shall expire on April 30, 2033, unless sooner terminated.

Subject to the Master Lease being renewed beyond May 31, 2023, AND provided **Sublessee** is not in default hereunder, **RLCSD** agrees to give **Sublessee** the first opportunity to renew the sublease on said premises for an additional term, upon such terms and conditions, as **RLCSD** deems reasonable at said time.

In no event shall this sublease (the original or any extension or renewal) extend beyond May 31, 2033, as that is the date **RLCSD**'s lease with **HBMWD** expires.

4. **Sublessee** shall pay **RLCSD**, lease fees, the annual sum of \$_____. The annual lease fees to be paid shall be subject to adjustment every year during the term of this Agreement. In no event shall the lease fee be less than that stated above, nor shall the lease fee ever be decreased subsequent to a previous adjustment. The base for computing an adjustment of lease fee is the Consumer Price Index for all Urban Consumers (base year 2023 = 100) for the United States, published by the United States Department of Labor, Bureau of Labor Statistics (“Index”), which is, published most immediately preceding the date of commencement of the term of this Agreement (“Beginning Index”). The Index published most immediately preceding the adjustment date in question (“Extension Index”) is to be used in determining the amount of the adjustment. If the Extension Index has changed in comparison to the Beginning Index, the annual lease fees (until the next lease adjustment) shall be set by multiplying the lease fees above by a fraction, the numerator of which is the Extension Index and the denominator of which is the Beginning Index. The lease fee shall never be lowered, even if the Index decreases. **RLCSD** will notify **Sublessee** of any lease fee increase, at which time **Sublessee** shall be responsible for the higher payments. If the Index is discontinued or revised during the term of this Agreement, such other governmental 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.

5. **Sublessee** shall pay **RLCSD**, lease fees in accordance with **RLCSD** fee schedule. Lease fees shall be billed twice annually. Lease fees will be mailed by first class mail to the address last given to **RLCSD** by **Sublessee** during the third week of March and the third week of July each year. Lease fees are due on May 1 and September 1 of each year. A late fee of \$30 per month shall be charged if fees are not paid by the due date. Delinquent lease fees of 60 days or longer shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25. Failure to update the mailing address is not a valid excuse for non-payment or late payment of lease fees.

6. Any cutting of timber, trees, or shrubs on **RLCSD** property by **Sublessee**, or at **Sublessee**'s direction, without the prior written consent of **RLCSD** and **HBMWD** shall constitute a breach of this Agreement and **RLCSD** shall have the right to terminate this Agreement. Cutting

of timber, trees, or shrubs on **RLCSD** property may also constitute a crime under California Penal Code Section 384a.

7. **Sublessee** acknowledges, understands, and will comply with **HBMWD's** and **RLCSD's** Prevention Plan for Quagga Zebra Mussels at Ruth Lake ("Lake"), which has been incorporated into Ordinance 19 as adopted by **HBMWD** and effective July 12, 2009.

8. Any boat docks shall be constructed in accordance with all applicable governmental laws and regulations. In addition, any boat docks must be secured in a manner so as not to be allowed to drift loose in the Lake, and shall be marked in a permanent, non-removable manner with the lot number of the **Sublessee**. Docks shall at all times meet the Mooring System requirements as specified in **RLCSD** Policy Number 6100. If a **Sublessee's** dock fails to meet the Mooring System requirements, the **Sublessee** shall either permanently remove the dock from the Lake or shall reimburse **RLCSD** for the cost it incurs to remove the dock from the Lake or shall be required to reimburse **RLCSD** for the cost it incurs to meet the Mooring System requirements if **RLCSD** elects to perform the work in accordance with Section 26. The placement and maintenance of boat docks shall be in compliance with all applicable governmental laws and regulations, including but not limited to, all of **RLCSD's** standards.

9. Collection and disposal of all garbage and litter is the responsibility of **Sublessee**. Further, **Sublessee** shall comply with all applicable governmental sanitation laws and regulations. **Sublessee** shall be responsible for furnishing all utility services to the premises.

10. **Sublessee** understands and agrees that fire permits must be obtained throughout the fire season. No fires may be lit without a fire permit and all applicable fire regulations will be observed, including CAL FIRE Fire Safe Regulations. **RLCSD** reserves the right to impose stricter fire regulations. **Sublessee** further agrees to obtain an air quality burn permit and to comply with all air quality requirements for any burning of vegetation.

11. At no time shall the public be denied access to the reservoir over the portion of the subleased premises included within a minimum strip of 100 feet in horizontal width from the reservoir at maximum pool elevation. No fences shall be built nor shall any "NO TRESPASSING" or similar signs be posted within such 100-foot strip.

12. The subleased premises shall not be used as a permanent residence nor become the permanent domicile of **Sublessee**. The subleased premises shall be for part-time/non-permanent use only which is recreational in nature. **Sublessee** agrees to comply with all governmental laws, ordinances and regulations affecting or concerning the subleased premises. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

13. **Sublessee** shall not engage in any activity in, on, or about, the subleased premises which constitute a Reportable Use (as hereinafter defined) of Hazardous Substances (as hereinafter defined) without the express prior written consent of **RLCSD** and compliance in a timely manner (at **Sublessee's** sole cost and expense) with all applicable law. "Reportable Use" shall mean (a) the installation or use of any above or below ground storage tank, or (b) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or

with respect to which a report, notice, registration, or business plan is required to be filed with, any governmental authority. Reportable Use shall also include **Sublessee's** being responsible for the presence in, on or about the subleased premises of a Hazardous Substance with respect to which any applicable law requires that a notice be given to person entering or occupying the subleased premises or neighboring properties. **Sublessee** shall indemnify, defend, and hold **RLCSD** and **HBMWD** harmless from and against any and all liabilities, claims, causes of action, actions, damages, losses, hazards, nuisances, liabilities, cleanup costs, administrative orders and assessments or penalties, judicial awards and orders, expenses, costs, and fees (including, without limitation, attorney's fees, consultants fees, and expert fees), with respect to the existence, discharge, release, use, assembly, processing, manufacture or storage of a Hazardous Substance in, on, or about the subleased premises. The term "Hazardous Substance," as used herein, shall have the meaning given to it under applicable federal and state laws and regulations from time to time in effect. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

14. **Sublessee** agrees to not assign this sublease to any third party without first obtaining the written consent of **RLCSD**. The conditions for obtaining consent to such an assignment include but are not limited to 1) assignment must be for the fair market value of this sublease and the improvements on the subleased premises, and 2) **Sublessee** and the proposed assignee shall submit to **RLCSD** a notarized Assignment of Sublease (on a form provided by **RLCSD**) and shall pay such transfer fee. Any assignment made in violation of the terms of this paragraph shall be null and void and of no effect and shall be cause for immediate termination of this Agreement. "Subletting" of this sublease is strictly prohibited and any such "sub-sublease," whether oral or written, shall be null and void and of no effect, and shall be cause for immediate termination of this Agreement.

15. **Sublessee** agrees, at **Sublessee's** sole cost, to maintain the subleased premises in good condition and to keep the subleased premises in a clean and sightly condition and in as good of condition as when possession is delivered to **Sublessee**.

16. **Sublessee** agrees to pay any and all taxes, assessments, charges, licenses, and demands levied upon or against the subleased premises, any improvements or personal property situated thereon, as well as all charges for gas, electricity, water, telephone and other public services or utilities furnished to the subleased premises during the term of this sublease.

17. **Sublessee** shall not make any alterations, additions, or improvements to the subleased premises without first obtaining the written consent of **RLCSD** and having plans and specifications approved by **RLCSD** in writing. Following this approval, the proposed alterations, additions, or improvements must be approved by the **HBMWD** per the terms of the Master Lease, which process may take up to 45 days from date of approval by **RLCSD**. If **Sublessee** obtains written approval from both **RLCSD** and **HBMWD**, no alterations, additions, or improvements shall be commenced until ten (10) days after **RLCSD** has received written notice from **Sublessee** stating date of commencement of work so the **RLCSD** can post and record an appropriate notice of nonresponsibility. Said written approvals are valid for a maximum of 360 days, after which time they expire if work has not been completed. **RLCSD** shall not have any responsibility to

make any alterations, repairs or improvements to the subleased premises, and **Sublessee** shall not permit or allow to be committed any waste to the subleased premises.

Should it become necessary to make any alterations, removals, repairs or improvements to the subleased premises, or the utilities installed thereon, by reason of any ordinances, regulations or requirements of the County of Trinity, the State of California, the United States of America, the **HBMWD**, **RLCSD**, or any other applicable governmental authority, such alterations, removals, repairs, or improvements shall be paid for by **Sublessee**. **Sublessee** shall keep the subleased premises free and clear of all liens and other liens for or on account of labor performed or materials furnished at the instance or on behalf of **Sublessee**.

All improvements and alterations to the subleased premises shall become a part of the premises and shall belong to **RLCSD** upon termination of this Agreement, provided, however, that the **RLCSD** shall have the right to compel **Sublessee**, at the cost of **Sublessee**, to remove some or all of said improvements and alterations at the time of termination of this Agreement. **Sublessee** agrees not to paint or erect signs on the subleased premises without first obtaining the written consent of **RLCSD**. Removal, at **Sublessee's** sole expense, of any noncompliant alteration or improvement may be compelled at **RLCSD's** or **HBMWD's** election, in addition to any other remedy **RLCSD** or **HBMWD** may be entitled to under law or equity. Notwithstanding any other provision of this Agreement, failure of **Sublessee** to comply with the provisions of this Section 17 may subject **Sublessee** to enforcement actions and administrative penalties as set forth in **RLCSD's** policies, rules and regulations, including but not limited to **RLCSD** Policy Number 6500.

18. If **Sublessee** is adjudged bankrupt or insolvent by any court, or if **Sublessee** makes any assignment for the benefit of creditors, or if a receiver is appointed for **Sublessee**, or if the interest of **Sublessee** is sold under execution, **RLCSD** may upon the occurrence of any such events, at its option, without notice or demand upon **Sublessee**, or upon any person or persons claiming by, through or under **Sublessee**, immediately cancel and terminate this sublease and all of the rights of **Sublessee** and of any and all persons claiming by, through or under **Sublessee** in and to the subleased premises, and **RLCSD** may thereupon reenter the subleased premises and repossess the same and expel **Sublessee**, and any and all persons claiming by, through or under **Sublessee**.

19. **RLCSD** reserves the right to enter upon the premises at all reasonable times to inspect and examine the same and to determine that the covenants hereof are being kept and performed.

20. Should the subleased premises, or **Sublessee's** improvements, or any part thereof, be taken or damaged by public or quasi-public authority under any power of eminent domain, or purchased under threat of condemnation by such authority, then this sublease shall terminate as to the part thus appropriated and **Sublessee** shall have no claim or interest in or to any award of damages for such appropriation; provided, however, that an equitable adjustment of lease fee shall be made if the part thus appropriated is less than the entire premises.

21. Should **Sublessee**, for any reason, remain in possession of the subleased premises, or any part thereof, after the expiration of the term of this sublease with the consent, express or

implied, of **RLCSD**, this sublease will continue on a month-to-month term only, but upon the same conditions and at the same rental (pro-rated) as herein set forth unless otherwise agreed in writing to the contrary.

22. **Sublessee** agrees to protect, defend and indemnify, and hold **RLCSD**, **HBMWD**, the County of Trinity, and the State of California, and their respective directors, officers, agents, employees, and volunteers, free and harmless from and against any and all claims, actions, demands, damages, costs, expenses, attorney's fees and liability of whatever kind or character asserted by any person or persons on account of damage to property or injuries to or death of any person occurring upon or about the subleased premises or arising out of the use of the subleased premises by **Sublessee** or any **Sublessee** invitee or licensee. The provisions of this Section 22 will survive the expiration or earlier termination of the Master Lease or this sublease.

23. **Sublessee** shall at **Sublessee's** own expense at all times during the term of this sublease cause to be maintained in full force and effect a policy or policies of public liability and property damage insurance issued by an insurance company or companies approved by **RLCSD** providing limits of at least \$500,000.00 per occurrence or \$500,000.00 combined single limit. **Sublessee** further agrees to add **RLCSD** and **HBMWD** and each of their respective directors, officers, employees, and authorized volunteers as additional insureds under such policy or policies and to furnish **RLCSD** and **HBMWD** with copies of said policy or policies or with certificates of insurance and endorsements as evidence thereof. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

24. For a "road access lease" only **Sublessee** agrees, at **Sublessee's** own expense, during the entire term of this sublease, to maintain fire insurance, with extended coverage, on all improvements on the subleased premises for their full replacement value. Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with **RLCSD** at the commencement of the term of this Agreement, and on renewal of the policy not less than ten (10) days before expiration of the term of the policy.

25. Should **Sublessee** 1) fail to pay the lease fees provided for herein after written notice that the same is due pursuant to sections 4 & 5 above, 2) fail to faithfully perform or observe any provision of this Agreement, 3) fail to comply with **RLCSD** and **HBMWD** rules and regulations, or 4) should the subleased premises be vacated or abandoned, **Sublessee** shall be considered in material breach of this Agreement and all rights of **Sublessee** and of any and all persons claiming by, through or under **Sublessee** are terminated. In addition, **RLCSD** may pursue or seek any other remedy or enforce any right to which it may by law be entitled.

26. Should **Sublessee** fail to perform any action after notice from **RLCSD** to correct such action, **RLCSD** may, in its sole discretion, perform the action requested and charge **Sublessee** the cost of performing such action, which cost shall be considered additional lease fees and collected as such, including the imposition of attorney's fees and costs if any collection action is required.

27. **Sublessee** agrees to advise **RLCSD**, in writing, of **Sublessee's** address at the time of the execution of this sublease. **Sublessee** shall also advise **RLCSD**, in writing, within 10 days of any change of address. Any notice or demand which **RLCSD** may desire to serve upon **Sublessee** may be served upon **Sublessee** personally or by mailing such notice to **Sublessee** at the last address given to **RLCSD** by **Sublessee** as heretofore provided. Any such notice or demand sent by mail shall be postage prepaid. Such mailed notice to the last address given by the **Sublessee** shall be deemed to have been properly delivered and **Sublessee** will be presumed to have been given adequate notice.

In the event there are several **Sublessees** with different addresses and telephone numbers, **Sublessees** shall designate which individual **Sublessee**, address and telephone number is the official recipient on behalf of all **Sublessees** of any notice set forth in this paragraph.

28. Time is expressly declared to be of the essence of this sublease and of all the provisions hereof, and the same shall bind and inure to the benefit of **RLCSD** and **Sublessee**, and their respective heirs, personal representatives, successors, and assigns, as fully as though specifically set forth in each instance.

29. If any conflict arises between different **Sublessees** over property lines of sublease area, neither the **RLCSD** or **HBMWD** shall be liable and **RLCSD** will make a decision as to where the property lines lie, and all decisions of the **RLCSD** shall be final. Property lines of sublease area may also be adjusted by **RLCSD** for matters other than property line disputes or conflicts such as to adjust for minimum lot sizes required by the County of Trinity or State of California, or to accommodate United States Forest Service survey revisions.

30. **Sublessee** will not use or occupy the subleased site until there is proof of an acceptable water source and until a proper sewage disposal system has been installed, approved, and a certificate obtained in accordance with the following conditions:

A. **Road Access Lease:** Septic tank and leach field according to Trinity County and State of California requirements.

B. **Boat Access Lease:** Redwood vault privy (a.k.a. an outhouse) or equivalent meeting all applicable standards is acceptable where lot improvements are minimal.

With respect to either a Road Access Lease or a Boat Access Lease, prior to construction of any residence or similar improvement, all systems will be in compliance with Trinity County and State of California requirements and will have appropriate County permits.

31. If this is a "Boat Access Lease", **Sublessee** agrees not to use, cause, or permit to be used, any motorized vehicle upon the subleased premises or any land access routes thereto which are under the control of the **RLCSD**. **Sublessee** shall not build, or cause to be built, any road access whatsoever. **Sublessee** further agrees that access to the sublease property shall be only by boat from the reservoir. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

32. **Sublessee** shall not divert or use any water from Ruth Lake Reservoir until proper application has been made for a water use permit from **RLCSD** and **HBMWD** and written approval is obtained for such diversion from both entities. **Sublessee** further agrees to locate any well for water at least 100 feet from the high-water mark of the Ruth Lake Reservoir and not initiate construction of any such water well until prior written approval is received from **RLCSD** and **HBMWD**. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.

33. If **Sublessee** does not remedy within thirty (30) days any conditions of the subleased premises determined upon inspection to be in noncompliance with **RLCSD**, county and state standards and requirements, then this sublease shall be void, and all rights granted to the **Sublessee** by this Agreement shall be terminated and forfeited.

34. **Sublessee** and **Sublessee's** family, guests, agents, and invitees (collectively, the **Sublessee Parties**) shall comply with, and **RLCSD** shall enforce, all rules and regulations promulgated at any time by **HBMWD** with respect to Ruth Lake and the premises in furtherance of **HBMWD's** operation of Ruth Lake as a reservoir. To the extent that any breach of a provision of this sublease by **Sublessee** concurrently results in a breach of any provision of the Master Lease, **HBMWD** shall have the same remedies with respect to such breach provision as **RLCSD**.

35. Any personal property left upon **RLCSD** property or the subleased premises after the termination of this lease shall be considered abandoned or unclaimed and shall be disposed of in accordance with **RLCSD's** policy concerning abandoned and unclaimed property.

36. This Agreement contains the entire understanding between **Sublessee** and **RLCSD** with respect to its subject matter, and supersedes all prior agreements, oral or written, and all prior or contemporaneous discussions.

37. Any failure or delay on the part either Party to exercise any right under this Agreement shall not constitute a waiver of the right and shall not preclude such Party from exercising or enforcing the right, or any other provision of this Agreement, on any subsequent occasion.

38. This Agreement may be amended only in writing signed by **Sublessee** and **RLCSD** or their respective successors in interest.

39. In the event that any action or proceeding is brought to enforce one or more of the terms of this Agreement, to restrain an alleged violation of this Agreement, or to determine the validity of this Agreement or any part, the prevailing Party in any such action or proceeding shall be entitled to recover from the other its reasonable costs and attorneys' fees, in addition to any other remedies available to it in law or equity.

40. This Agreement is governed in accordance with the laws of the State of California, and the parties hereby agree that venue for any action brought to enforce the terms of this agreement shall be in a court of competent jurisdiction in the County of Trinity, California.

41. If any provision of this Agreement, or any portion thereof, is found by a court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

42. As a consideration for the entering into this sublease with **RLCSD**, **Sublessee** acknowledges and agrees that no improvement or alteration on the subleased premises, either existing at the time of execution by the parties to this sublease or made thereafter, shall be the subject of any claim or demand for compensation or offset by **Sublessee** upon **RLCSD**, **HBMWD**, or each of their respective officers, directors, agents or volunteers. Non-compliance with this provision shall be considered a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 25.



Ruth Lake Community Services District

12200 Mad River Road ♦ P.O. Box 6

Mad River, CA 95552

Telephone: 707-574-6332 Fax: 707-574-6080

Email: ruthlakecsd@yahoo.com Website: www.ruthlakecsd.org

SUBLEASE AGREEMENT

This sublease agreement is made on this 1st day of May 2023, between the RUTH LAKE COMMUNITY SERVICES DISTRICT (hereinafter referred to as “**RLCSD**”) and _____ (hereinafter referred to as “**Sublessee**”).

Lease Site #: _____

IN WITNESS WHEREOF, the parties have executed this sublease effective the day and year first set forth above.

RLCSD: RUTH LAKE COMMUNITY SERVICES DISTRICT

By: _____ Dated: _____
Its: Manager

By: _____ Dated: _____
Its: Witness

I have read and acknowledged the sublease agreement and understand any non-compliance with this sublease agreement shall be considered a material breach of this sublease agreement and shall be grounds for termination. (Initial below)

SUBLESSEE:

_____	_____	_____	_____
Printed Name	Signature	Date	Initials

Mailing Address	City	State	Zip Code

Email Address	Telephone		

The above sublessee is the contact for all communications in accordance with paragraph 27.

SUBLESSEE:

_____	_____	_____	_____
Printed Name	Signature	Date	Initials

Mailing Address	City	State	Zip Code

Email Address	Telephone		

SUBLESSEE:

_____	_____	_____	_____
Printed Name	Signature	Date	Initials

Mailing Address	City	State	Zip Code

Email Address	Telephone		