

-- FOR SUBMISSION TO COURT RECORD --

LESSOR/LANDLORD: JOHN D SWEENEY; POINT BUCKLER CLUB, LLC

LESSEE/TENANT: TRENT C ARSENAULT (FRIEND OF THE COURT)

LEASED PROPERTY: 100% of POINT BUCKLER ISLAND, APN/PARCEL # 0090-020-010 located in SOLANO COUNTY, CA

START DATE:  1-APR-2024,  1-DEC-2024,  IMMEDIATE (LESSOR's signatory date below)

**PURPOSE of LEASE**

1. Environmental remediation, native species and water quality restoration, and habitat monitoring of PROPERTY in the capacity of a tenancy and FRIEND OF THE COURT.
2. Promote a resolution or settlement to litigation between SELLER and other parties.
3. Expand upon publicity and importance of PROPERTY's remediative success and Court litigants' cooperation as a precursor and encouragement to future (net gain) compensatory mitigations.

**USE**

4. PROPERTY shall not be used as a hunting club, kiting or sport club, corporate retreat, short-term rental nor subleased through the duration of LEASE.
5. LESSEE may not engage in a commercial venture on PROPERTY, apart from news and film compensation aligned with PURPOSE which is expanded in below Section NEWS and FILM.

**DURATION**

6. The period of this LEASE is 5 years.
7. LESSEE may renew LEASE for one additional 5-year period.
8. LEASE will remain valid through PROPERTY's change of ownership, foreclosure, levy, seizure, Sheriff's sale or LEESOR's bankruptcy or asset forfeiture.

**RENT PAYMENT**

9. Rent payments will be indexed to the biannual property tax total payment amount for PROPERTY (Solano County parcel # 0090-020-010).
  - The total amount of the biannual payment will be obtained from publicly published data at the Solano County Assessor's website ( <https://www.solanocounty.com/depts/ar> ).
10. The initial biannual rent payment of \$ 1037.69 is attached to this LEASE AGREEMENT and paid by cashier's check. If LEASE begins on a date that is not April 1 or December 1 (as indicated in the Start Date above):
  - a. An additional one-time prorated payment shall be submitted for the partial term days leading up to April 1 or December 1 within 30 days.
  - b. The attached cashier's cheque will be considered then the advance payment for the next full term beginning on April 1 or December 1.
11. Thereafter the START DATE, subsequent biannual LEASE payments will be paid on April 1 and December 1, indexed to the latest Solano County published biannual property tax total amount.

12. Recurring biannual LEASE payments will be via autopay to LEESOR's mailing address or ACH if LESSOR provides bank information.
  - Rent will be considered late if a bank autopay receipt cannot be provided within 30 days.
13. The biannual LEASE payments shall increase no more than a maximum of 5 percent per tax year.
  - a. If the published property tax total amount increases by more than 5 percent, the LEASE biannual payments will increase at the maximum amount each tax year until payment is re-indexed to the current property tax published biannual amount.
  - b. This formula of calculation shall continue if LEASE is extended through the additional five-year period.
14. LESSEE shall provide a credit score statement attached to this LEASE AGREEMENT.

## **PERMITS AND PLANS**

### **Acting in the capacity of a Friend of the Court and LESSEE/Tenant**

15. LEASEE shall submit permits to recover the non-pollutants listed in the PURCHASE AGREEMENT from Point Buckler Island.
  - a. In the overall effort to fulfill the above PURPOSE and Court's Cleanup & Abatement Order of Point Buckler Island, LEASEE shall seek to encompass the non-pollutants removal into the Cleanup & Abatement Order that includes or amends an:
    - i.) Interim Corrective Action Plan,
    - ii.) Point Buckler Restoration Plan, and
    - iii.) comprehensive Restoration Monitoring Plan (RMP) with five-year duration.
  - b. LESSEE shall, at a reasonable cost, include efforts, at a minimum, to restore water quality functions and reduce invasive plant species and proliferate native species as part of an approved Point Buckler Restoration Plan and RMP.
  - c. LESSEE shall, at a reasonable cost, submit additional permits for undertakings that may include: removal of non-pollutants, movement of earthen fill.
  - d. LESSEE shall submit and publish annual monitoring reports.
  - e. LESSEE shall publish permits, plans, and reports on a public website along with RMP monitoring updates and other documents, preliminarily at <http://trentdonor.org/pbi>.
  - f. LESSEE shall, at a reasonable cost, procure a California Professional Engineer or other qualified source to endorse Plans and Reports and affix a registration stamp as required.
16. Compensatory mitigation (i.e. habitat mitigation external to documented present day Point Buckler Island) shall be considered outside the scope of this AGREEMENT.
  - LESSEE's option to participate in compensatory mitigation entails a separate (forthcoming) agreement.
17. LESSOR shall sign a copy of the LANDLORD LETTER OF AUTHORIZATION document with perjury release (attached).
18. LEASEE shall facilitate or host Water Board inspection staff and other authorities' reasonable entry and access to the PROPERTY.
19. LEASEE shall not directly financially reimburse the State or other agencies for restoration/cleanup oversight expenses (other than published costs for routine filing of permits) or assume the financial costs of previously assessed and enumerated Court ordered financial penalties.

## COMMUNICATION PROTOCOL within this TENENANCY and FRIEND of the COURT

20. LESSEE's Emergency Contact: Solano County Sheriff's Office, Ph: (707) 421-7090.
21. Communication between LESSEE and LESSOR shall be considered Court record.
22. Default communication shall be written - such as e-mail, courier or postal mail with tracking numbers.
23. When communications require LESSEE and LESSOR's in-person interaction (i.e. outside of Court), LESSEE may request an approved court mediator, representative of the Court or other official to be present.
  - a. Per published protocol, mediator's hourly cost shall be split between LESSEE and LESSOR ( <https://solano.courts.ca.gov/divisions/out-of-court-options/getting-started/> ).
  - b. Local mediation shall be chosen from Solano County's Out-of-Court Mediator Directory: <https://solano.courts.ca.gov/divisions/out-of-court-options/mediator-directory/> .
24. LESSEE shall not accept gifts, property, equipment, money, payment deferrals, or other types of compensation from the LESSOR that are not written in the PURCHASE or LEASE AGREEMENTS.
25. LESSOR's miscellaneous personal property (hand carryable items such as chairs, tables, decorations, clothing) which may be recovered from PROPERTY during the LEASE and non-pollutant removal shall:
  - a. be placed into off-site storage at LESSEE's cost for pickup at Marina Circle Storage, 950 Marina Circle Dr, Suisun City, CA 94585 USA, Ph: (707) 366-1518.
  - b. remain in storage for duration up to one month.
  - c. include written instructions or permission provided by LESSEE for LESSOR's access to the off-site storage facility.

## NEWS and FILM

26. LESSEE and LESSOR acknowledge the wide public interest in PURPOSE stated above, and, to that matter, also acknowledge:
  - a. LESSEE's option to facilitate news and film interest in alignment with PURPOSE.
  - b. LESSEE's option to maintain web/internet news content furthering the PURPOSE to a public audience.
  - c. LESSEE's use and reference to the terms: Point Buckler, Friend of the Court, neutral, and donor.
  - d. LESSEE's public release of documents related to this LEASE AGREEMENT, the PURCHASE AGREEMENT, and Friends of the Court activities.
  - e. The editorial discretion of journalists and filmmakers to interpret PURPOSE in a way that may be perceived as biased, and which may not be endorsed by either the LESSEE or the LESSOR.
27. LESSEE may provide news and media entities with contact information of the LESSOR or LESSOR's representative(s) upon request, or other written contact instructions if provided by the LESSOR.
28. LESSEE's option to facilitate news and film entities' interest may include their entry and access to PROPERTY after:
  - a. consultation with Solano County Film Office,
  - b. acquisition of required film permits,
  - c. access to PROPERTY is aligned with PURPOSE including environmental remediation education.
29. LESSEE may accept payment, other than from LESSOR, for its participation in activities related to this Section and aligned with PURPOSE.

## INDEMNIFICATION

30. LESSEE shall hold the LESSOR, its directors, officers, employees, representatives and agents free and harmless from any damage or injury to the LESSEE or LESSEE's guests, helpers and other persons whose

access to PROPERTY is allowed by the LESSEE or its property. The LESSEE also agrees to hold the LESSOR harmless from claims or assertions related to any such damage or injury.

31. LESSEE will not demand, ask for, bill or request reimbursement, nor will LESSEE incur, levy or place liens against LESSOR for any improvements, services, reports, plans, permits, equipment, or work that is purchased or performed or overseen by the LESSEE.

**CONTINGENCIES**

32. LESSOR signs VESSEL PURCHASE AGREEMENT (attached).

**SIGNATURES**

**LANDLORD / LESSOR:**

X \_\_\_\_\_ DATE  
- JOHN D SWEENEY; POINT BUCKLER CLUB, LLC

**TENANT / LESSEE:**

X \_\_\_\_\_ DATE  
- TRENT C ARSENAULT