

## LEASE

Health Services Department – Training Room

1340 Arnold Drive, Suite 235  
Martinez, California

This lease is dated \_\_\_\_\_, 2013 and is between CRANBROOK REALTY INVESTMENT FUND, L.P., dba Muir Parkway Office Center, a California limited partnership (“**Lessor**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

### **Recitals**

- A. Lessor is the owner of the building located at 1340 Arnold Drive, Martinez, California (the “**Building**”).
- B. Lessor desires to lease to County and County desires to lease from Lessor a portion of the Building consisting of approximately 474 square feet of floor space known as Suite 235, along with non-exclusive use of ten parking stalls (together, the “**Premises**”). The location of the Premises is shown on Exhibit A - Premises.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises. The Premises is being leased in it's as-is condition, and no tenant improvements are being made.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.
  - a. Initial Term. The “**Initial Term**” is two years, commencing on January 1, 2013 (the “**Commencement Date**”), and ending December 31, 2014.
  - b. Renewal Terms. County has the option to renew this lease for a term of two years (the “**Renewal Term**”) upon all the terms and conditions set forth herein.
    - i. County will provide Lessor with written notice of its election to renew the Lease one hundred eighty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County's receipt of Lessor's written demand that County exercise or forfeit the option to renew.

- ii. Upon the commencement of the Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
- 3. Rent. County shall pay rent (“**Rent**”) to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Term in the amounts set forth below:
  - a. Initial Term.
    - i. Five Hundred Ninety-Three Dollars (\$593.00) per month for the period commencing January 1, 2013, and ending December 31, 2013.
    - ii. Six Hundred Sixteen Dollars (\$616.00) per month for the period commencing January 1, 2014, and ending December 31, 2014.
  - b. First Renewal Term.
    - i. Six Hundred Forty Dollars (\$640.00) per month for the period commencing January 1, 2015, and ending December 31, 2015.
    - ii. Six Hundred Sixty-Four Dollars (\$664.00) per month commencing January 1, 2016, and ending December 31, 2016.

Rent for any fractional month will be prorated and computed on a daily basis with each day’s rent equal to one-thirtieth (1/30) of the monthly Rent.

Rent includes all common area maintenance costs, including, but not limited to, utilities, janitorial and landscaping services, and refuse collection services.

- 4. Use. County may use the Premises for the purpose of conducting various functions of County, and any other purpose permitted by law, provided such use is not specifically prohibited by the building rules and regulations set forth in Exhibit B - Building Rules and Regulations.
- 5. Obligation to Pay Utilities and Janitorial. Lessor shall pay for all gas and electric, water, sewer and refuse collection services provided to the Premises, provided, however, if County installs a supplemental cooling unit, then Lessor shall install a separate meter to measure the electrical consumption of such cooling unit and County will reimburse Lessor for the actual cost of the electrical consumption of such cooling unit. Lessor shall pay for all janitorial services provided to the Premises, which services are to conform to the specification set forth in Exhibit C - Janitorial Specifications.

6. Maintenance and Repairs.

- a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Building, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing, and all locks and key systems used in the Premises.
- b. Interior of Premises. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks. County shall notify Lessor as soon as practicable after it discovers any such damage. At County's cost, County may install and maintain an alarm system, if deemed necessary by County.
- c. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
- d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. County is responsible for maintaining any supplemental cooling unit that it adds to serve the Premises.
- e. Parking; Exterior Lighting & Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
- f. Services by Lessor. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at County's request, Lessor shall perform such service at County's expense. In performing the service, Lessor shall consult with County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain County's prior written approval of the scope, terms and cost of any contracts. County may, by giving Lessor thirty days prior written notice, change the level of service, terminate any or all service, or require that a service be performed by a different contractor.
- g. Fire Extinguishers. Lessor shall provide and install, at the direction of the Fire Marshal, the necessary number of A-B-C fire extinguishers for the Premises at no cost to County. County shall thereafter maintain, repair, and replace the extinguishers as required by fire code.

7. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.

8. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, upon County's request Lessor shall cause the lender(s) holding such lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit D - Subordination, Non-Disturbance and Attornment Agreement.
9. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part thereof at any time during the Term with the written approval of Lessor, which approval will not be unreasonably withheld or delayed.
10. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises, and (ii) attach fixtures and signs ("**County Fixtures**") in the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's written approval and must comply with existing code requirements and building standards.
11. Insurance.
  - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
  - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by Lessor under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of Lessor, its officers, agents, or employees.
12. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County Fixtures), all in good condition, ordinary wear and tear, damage by casualty, condemnation, acts of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting or for repairing or replacing any floor coverings in the Premises upon the expiration or earlier termination of this lease.
13. Waste, Nuisance. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.



14. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, holidays excepted, to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) County is in compliance with the terms and conditions of this lease.
15. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, or his or her designee, will immediately notify Lessor of the Perilous Condition and Lessor shall use best efforts to immediately eliminate the Perilous Condition.

Lessor shall immediately address any condition reasonably constituting an emergency, whether Lessor learns of the condition through County or otherwise, and may enter the Premises to do so.

If Lessor fails to address a Perilous Condition within twenty-four (24) hours after County's notice or to immediately address an emergency situation, County may attempt to resolve the Perilous Condition or emergency situation. Lessor shall reimburse County for any costs incurred by County in addressing the Perilous Condition or emergency situation promptly upon receipt of County's invoice.

16. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in sixty days, County will have the option to terminate the lease or request that Lessor make the repairs within a reasonable time, in which case, Lessor will make the repairs and Rent will be proportionately reduced as provided in the previous paragraph.

This lease will terminate in the event of a total destruction of the Building or the Premises.

17. Hazardous Material. Lessor warrants to County that Lessor does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Premises in violation of environmental laws. Lessor shall defend, save, protect and hold County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the

request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

**“Hazardous Material”** means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

18. Indemnification.

- a. County. County shall defend, indemnify and hold Lessor harmless from County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County’s performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. Lessor. Lessor shall defend, indemnify and hold County harmless from Lessor’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of Lessor, its officers, agents, employees, with respect to the Premises, or Lessor’s performance under this lease, or the Lessor’s performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of buildings owned or maintained by Lessor, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

19. Default.

The occurrence of any of the following events is a default under this lease:

- a. County.
  - i. County’s failure to pay Rent within ten business days after receipt of a written notice of failure (a “**Notice**”) from Lessor to County; provided, however, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County’s Board of Supervisors to adopt a budget. In no event may such additional time exceed seventy-five days from receipt of a Notice.

- ii. County's failure to comply with any other material term or provision of this lease if such failure is not remedied within thirty days after receipt of a Notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of ninety days, provided County commences curing such default within thirty days and thereafter diligently proceeds to cure such default.
  - b. Lessor. Lessor's failure to perform any obligation under this lease if such failure is not remedied within thirty days after receipt of a Notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty day period, then a default will not be deemed to occur until the occurrence of Lessor's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of ninety days, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.
20. Remedies.
- a. Lessor. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
  - b. County. Upon the occurrence of a default by Lessor, County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to County or (ii) proceed to repair or correct the failure and, at County's option, either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay promptly upon receipt.
21. Notices. Any notice required or permitted under this lease shall be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor:	Cranbrook Realty Investment Fund, L.P., dba Muir Parkway Office Center c/o Cranbrook Group, Inc. 4701 Sisk Road, Suite 101 Modesto, CA 95356
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Copy to: Cranbrook Realty Investment Fund, L.P.,  
dba Muir Parkway Office Center  
c/o Cranbrook Group, Inc.  
1800 Sutter Street, Suite 220  
Concord, CA 94520  
Facsimile: (925) 676-6341

To County: Real Estate Manager  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Facsimile: (925) 646-0288

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier and (iii) three days after being deposited in the United States Postal system.

22. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
23. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month and is subject to the terms of this lease, except that the monthly Rent due and payable hereunder will be 125% of the Rent payable as of the last month of the Term.
24. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
25. Governing Law. The laws of the State of California govern all matters arising out of this lease.
26. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

27. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this lease. All previous conversations, negotiations, and understandings are of no further force or effect. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. This lease may be modified only by a writing signed by both parties.

The parties are executing this lease on the date set forth in the introductory paragraph.

**COUNTY**

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

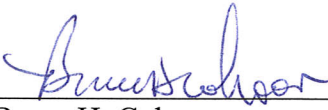
**LESSOR**

CRANBROOK REALTY INVESTMENT  
FUND, L.P., dba Muir Parkway Office  
Center, a California limited partnership

By: \_\_\_\_\_


Julia R. Bueren  
Director of Public Works

By: \_\_\_\_\_


  
Bruce H. Cohoon  
Chief Financial Officer,  
Cranbrook Group, Inc.  
a California corporation,  
its General Partner

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_

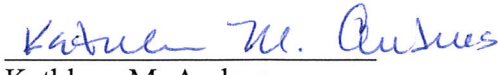
  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_

  
Gail Myers  
Assistant Real Property Agent

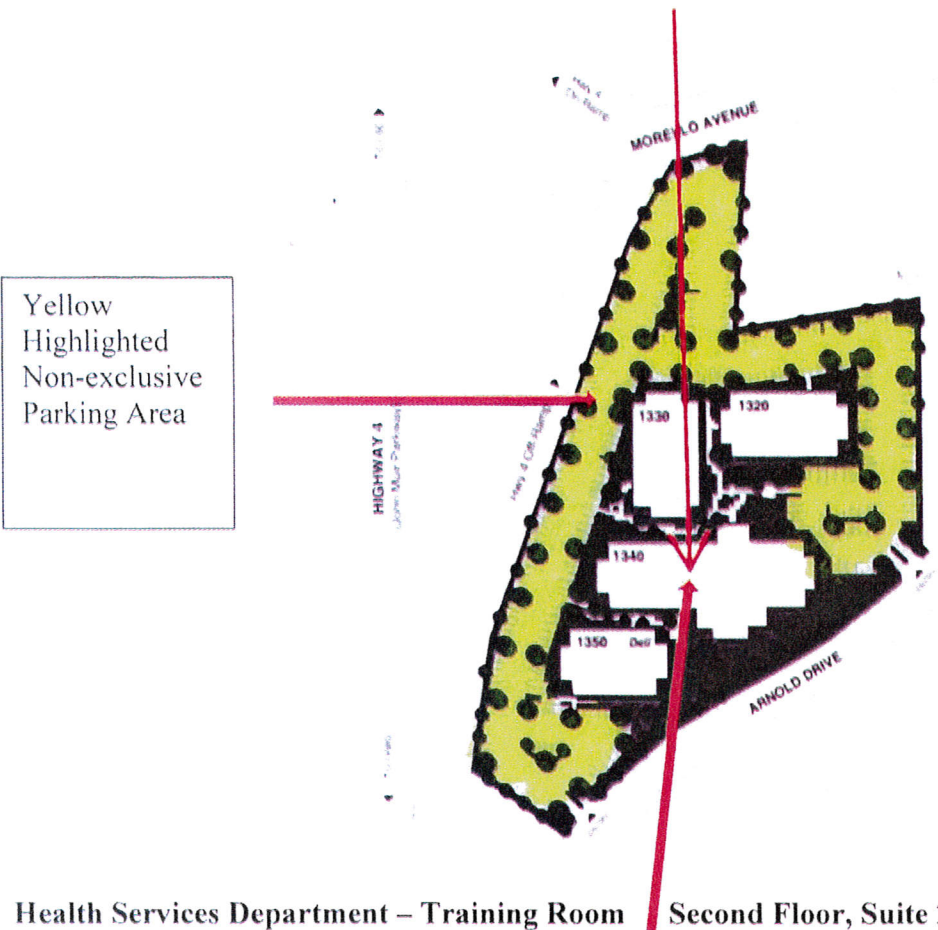
APPROVED AS TO FORM  
SHARON L. ANDERSON, County Counsel

By: \_\_\_\_\_

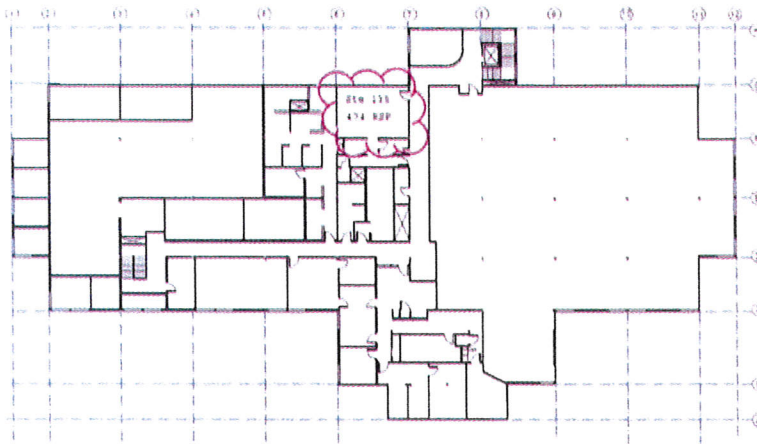
  
Kathleen M. Andrus  
Deputy County Counsel

**EXHIBIT A – Premises**

**1340 Arnold Drive, Suite 235, 2<sup>nd</sup> Floor, Martinez, CA**



**Health Services Department – Training Room      Second Floor, Suite 235**





## **EXHIBIT B**

### **BUILDING RULES AND REGULATIONS**

#### **CONTRA COSTA COUNTY**

**1340 Arnold Drive, Suite 235, Martinez, California**

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1. No sign, placard, picture, advertisement, name or notice shall be installed or displayed on any part of the outside or inside of the Building without the prior written consent of Lessor. Lessor shall have the right to remove, at County's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls shall be printed, painted, affixed or inscribed at the expense of County by a person chosen by Lessor.
2. If Lessor objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, County shall immediately discontinue such use. No awning shall be permitted on any part of the Premises. County shall not place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises.
3. County shall not obstruct any sidewalks, halls, passages, exits, entrances, elevators, or stairways of the Building. The halls, passages, exits, entrances, elevators, and stairways are not open to the general public. Lessor shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of Lessor would be prejudicial to the safety, character, reputation and interest of the Building and its Tenants/County; provided that nothing herein contained shall be construed to prevent such access to persons with whom County normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities. No employee or invitee of County shall go upon the roof of the Building.
4. The directory of the Building will be provided exclusively for the display of the name and location of County only, and Lessor reserves the right to exclude any other names therefrom.
5. All cleaning and janitorial services for the Building and the Premises shall be provided exclusively through Lessor, and except with the written consent of Lessor, no person or persons other than those approved by Lessor shall be permitted to enter the Building for the purpose of cleaning the same. County shall not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises. Lessor shall not in any way be responsible to any County for any loss of personal property on the Premises, however occurring, or for any damage to any County's personal property by the janitor or any other employee or any other person.



6. Lessor will furnish County, at County's cost (unless such cost is paid from any County improvement allowance, if applicable, available to County by Lessor); with six keys to each door lock in the Premises. Lessor may make a reasonable charge for any additional keys. County shall not make or have made additional keys, and County shall not alter any lock or install a new additional lock or bolt on any door of its Premises. County, upon the termination of its tenancy, shall deliver to Lessor the keys of all doors which have been furnished to County, and in the event of loss of any keys so furnished, shall pay Lessor therefor.
7. If County requires telegraphic, telephonic, burglar alarm or similar services, it shall first obtain, and comply with, Lessor's instructions in their installation.
8. Any freight elevator shall be available for use by all Tenants in the Building, subject to such reasonable scheduling as Lessor in its discretion shall deem appropriate. No equipment, materials, furniture, packages, supplies, merchandise or other property will be received in the Building or carried in the elevators except between such hours and in such elevators as may be designated by Lessor.
9. County shall not place a load upon any floor of the Premises that exceeds the load per square foot that such floor was designed to carry and which is allowed by law. Lessor shall have the right to prescribe the weight, size and position of all equipment, materials, furniture or other property brought into the Building. Heavy objects shall, if considered necessary by Lessor, stand on such platforms as determined by Lessor to be necessary to properly distribute the weight. Business machines and mechanical equipment belonging to County, which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein to such a degree as to be objectionable to Lessor or to any Tenants/County in the Building, shall be placed and maintained by County, at County's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. The persons employed to move such equipment in or out of the Building must be acceptable to Lessor. Lessor will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the Building by maintaining or moving such equipment or other property shall be repaired at the expense of County. COUNTY shall notify Lessor of the names of all persons or companies to be employed or retained by County to move equipment or other articles in or out of the Building or Premises on behalf of the County (collectively, "movers") prior to commencing any moving. County shall reasonably cooperate with Lessor to cause all such movers to maintain the following insurance in connection with the moving of equipment or other articles in or out of the Building or Premises, as the case may be (and to provide Lessor with a certificate of insurance evidencing such insurance is being maintained): (i) workers compensation insurance in such amounts as may be required by law; and (ii) commercial general liability insurance (including owned and non-owned automobile liability), on an occurrence basis, with limits of no less than \$1,000,000 per occurrence. Such commercial general liability policies shall (i) name Lessor and its managing agent as

additional insureds; and (ii) is primary to and non-contributory with any insurance policies carried by Lessor or such managing agent.

10. County shall not use or keep in the Premises any kerosene, gasoline or other inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. County shall not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Lessor or other occupants of the Building by reason of noise, odors or vibrations, nor shall County bring into or keep in or about the Premises any birds or animals.
11. County shall not use any method of heating or air-conditioning other than that supplied by Lessor.
12. County shall not waste electricity, water or air-conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of the Building's heating and air-conditioning and to comply with any governmental energy-saving rules, laws or regulations of which County has actual notice, and shall refrain from adjusting controls. County shall keep corridor doors closed, and shall close window coverings at the end of each business day.
13. Lessor reserves the right, exercisable without notice and without liability to County, to change the name and street address of the Building.
14. Lessor reserves the right to exclude from the Building between the hours of 6 P.M. and 7 A.M. the following day, or such other hours as may be established from time to time by Lessor, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the Building and has a pass or is properly identified. County shall be responsible for all persons for whom it requests passes and shall be responsible for all acts of such persons. Lessor shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. Lessor reserves the right to prevent access to the Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.
15. County shall close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and electricity, gas or air outlets before County and its employees leave the Premises. County shall be responsible for any damage or injuries sustained by other Tenants/County or occupants of the Building or by Lessor for noncompliance with this rule.
16. County shall not obtain for use on the Premises food, beverage, towel, car washing or detailing or other similar services or accept barbering, bootblackening or car washing or detailing service upon the Premises, except at such hours and under such regulations as may be fixed by Lessor.
17. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any

breakage, stoppage or damage resulting from the violation of this rule shall be borne by the County who, or whose employees or invitees, shall have caused it.

18. County shall not sell, or permit the sale at retail, of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. County shall not make any room-to-room solicitation of business or activity other than that specifically provided for in the County's lease.
19. County shall not install any radio or television antenna, loudspeaker or other device on the roof or exterior walls of the Building. County shall not interfere with radio or television broadcasting or reception from or in the Building or elsewhere.
20. County shall not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof. Lessor reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. County shall maintain their telephone, telegraph, telecommunications wires and systems. County shall not cut or bore holes for wires. County shall not affix any floor covering to the floor of the Premises in any manner except as approved by Lessor. County shall repair any damage resulting from noncompliance with this rule.
21. County shall not install, maintain or operate upon the Premises any vending machine without the written consent of Lessor.
22. Canvassing, soliciting and distribution of handbills or any other written material, and peddling in the Building are prohibited, and each Tenant/County shall cooperate to prevent same.
23. Lessor reserves the right to exclude or expel from the Building any person who, in Lessor's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the Building.
24. County shall store all its trash and garbage within its Premises. County shall not place in any trash box or receptacle any material that cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage disposals shall be made in accordance with the directions issued from time to time by Lessor.
25. The Premises shall not be used for the storage of merchandise held for sale to the general public, or for lodging or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No cooking shall be done or permitted by any Tenant/County on the premises except that use by County of Underwriters' Laboratory-approved equipment for brewing coffee, tea, hot chocolate, and similar beverages shall be permitted, provided that such equipment and use is in accordance with all applicable federal, state, county and city laws, codes, ordinances, rules and regulations.
26. County shall not use in any space or in the public halls of the Building any handtrucks except those equipped with rubber tires and side guards or such other material-handling equipment as Lessor may approve. County shall not bring vehicles or bicycles of any kind into the Building.

27. Without the written consent of Lessor, County shall not use the name of the Building in connection with or in promoting or advertising the business of County except as County's address.
28. County shall comply with all safety, fire protection and evacuation procedures and regulations established by Lessor or any other governmental agency.
29. County assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premise closed.
30. The requirements of County will be attended to only upon appropriate application to the office of the Building by an authorized individual: Employees of Lessor shall not perform any work or do anything outside of their regular duties unless under specific instruction by Lessor.
31. County shall not park its vehicles in any parking areas designated by the Lessor as areas for parking by visitors to the Building. County shall not leave vehicles in the Building parking areas overnight nor park any vehicles in the Building parking areas other than automobiles, motorcycles, motor driven or non-motor driven bicycles or four wheeled trucks. County shall direct its agents, guests, affiliates, visitors and invitees coming to the Project for conferences, training or meetings to park in the overflow parking area designated by the Lessor ("Conference Parking"). Lessor, at Lessor's sole discretion, shall have the right to relocate said Conference Parking. Lessor shall provide County a minimum of a twenty-four (24) hour written notice of such relocation, unless such relocation is due to an emergency or other situation that Lessor was not provided ample notification of.
32. Lessor may waive any one or more of these Rules and Regulations for the benefit of County or any other Tenant, but no such waiver by Lessor shall be construed as a continuous waiver of such Rules and Regulations in favor of County or any other Tenant, nor prevent Lessor from thereafter enforcing any such Rules and Regulations against the County or any or all of the other Tenants of the Building.
33. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of premises in the Building.
34. Lessor reserves the right to make such other reasonable Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the Building and for the preservation of good order therein. County agrees to abide by all such Rules and Regulations hereinabove stated and for any additional rules and regulations that are adopted.
35. County shall be responsible for the observance of all foregoing rules by County's employees, agents, clients, customers, invitees and guests.

## **EXHIBIT C**

### **JANITORIAL SPECIFICATIONS**

#### **CONTRA COSTA COUNTY**

**1340 Arnold Drive, Suite 235, Martinez, California**

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Lessor shall cause janitorial services provided to the Premises to meet or exceed the following standards:

#### **DAILY SERVICES**

1. Clean all restrooms thoroughly each day, including, but not limited to, fixtures, mirrors, hardware, wash basins, partitions, doors, and tile surfaces.
2. Disinfect all toilets, urinals, and wash basins and mop floors nightly.
3. Inspect supplies in restroom dispensers daily and replace as necessary.
4. Empty and wipe out ash trays with a damp cloth.
5. Empty all trash containers throughout the premises.
6. Clean and disinfect drinking fountains.
7. Vacuum or spot-vacuum carpets as necessary around entry and heavy traffic areas. Spot-clean carpets periodically as needed.
8. Remove spots and finger marks from glass on entry doors and all interior partitions.
9. Dust counter tops, desk tops, cabinets, tables, low wall partitions, window sills, and telephones.
10. Sweep uncarpeted floors nightly and spot-mop as needed.

#### **WEEKLY SERVICES**

1. Vacuum all carpets thoroughly throughout the premises.
2. Dust building completely.
3. Mop all vinyl floor areas weekly and strip, wax, and buff when necessary.
4. Replace trash container liners as necessary.

### **TWICE YEARLY**

1. Wash windows, window screens, and glass on both sides two times per year in May and November.
2. Clean all ventilation grills.

### **ONCE YEARLY**

1. Wash and clean all light fixtures inside and outside.

### **SUPPLIES AND EQUIPMENT**

1. Lessor shall furnish all paper supplies, such as seat covers, towels, toilet tissue, sanitary napkins, soap for sink dispensers, and trash container liners.
2. Lessor shall furnish all equipment, tools, and cleaning supplies such as carpet cleaner, disinfectant, wax, and other supplies or chemicals required.

### **MISCELLANEOUS**

1. Lessor shall cause the janitor room to be kept neat, clean, and free of debris.
2. Lessor shall cause the janitor to lock all doors and windows, set night lights and the alarm system before leaving building at the end of the day.
3. Lessor shall keep all sidewalks broom clean and landscaping free of debris within a 12-foot distance from the perimeter of the building.

Exhibit D

Recorded at the request of:  
Contra Costa County

Return to:  
Contra Costa County  
Public Works Department  
255 Glacier Drive  
Martinez, CA 94553

Assessor's Parcel No. \_\_\_\_\_

**Subordination, Non-Disturbance and Attornment Agreement**

This agreement is dated \_\_\_\_\_, \_\_\_\_\_, and is between the County of Contra Costa, a political subdivision of the State of California (the "**Tenant**"), \_\_\_\_\_, a \_\_\_\_\_, its successors and assigns (the "**Lender**"), having its principal place of business at \_\_\_\_\_.

Recitals

- A. Pursuant to a lease dated \_\_\_\_\_, 2011 (the "**Lease**") between the Tenant and \_\_\_\_\_, a \_\_\_\_\_ (the "**Landlord**"), Landlord is leasing to the Tenant certain space in the building located at [*insert address of building*], described in Exhibit A - Premises attached hereto and made a part hereof (the "**Property**").
- B. Lender has previously made a loan (the "**Loan**") to Landlord that is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of all leases of and rents from the Property
- C. This agreement is being executed by the parties in accordance with the requirements of Section \_\_\_ of the Lease.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Tenant hereby represents, acknowledges and agrees as follows:
  - (a) The term of the Lease commences on \_\_\_\_\_ and will terminate on \_\_\_\_\_.



- (b) The current monthly rent payment under the Lease is set forth in Section A.3 of the Lease. No advance rents have been prepaid.
- (c) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (d) Upon its execution, the Lease will be in full force and effect.
- (e) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (f) If Lender provides Tenant with Lender's address for notification purposes, Tenant will deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord.
- (g) Tenant will not look to Lender or its successors or assigns for the return of the security deposit, if any, under the Lease, except to the extent that such funds are delivered to Lender.

2. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

3. If Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease.

4. In the event that Lender succeeds to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender is not:

- (a) Liable for any act or omission of Landlord or any prior landlord under the Lease;
- (b) Subject to any offsets or defenses that Tenant might have against Landlord or any prior landlord;
- (c) Bound by any rent or additional rent that Tenant might have paid for more than the current month to Landlord;
- (d) Bound by any amendment or modification of the Lease made without Lender's prior written consent; or

- (e) Liable for any security deposit Tenant might have paid to Landlord, except to the extent Lender has actually received said security deposit.

5. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed on Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.

6. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender will have such longer time as may be necessary to cure the default provided that Lender commences the cure within such period and diligently pursues the cure thereafter).

7. This agreement binds and inures to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

8. This agreement may be modified only in a writing duly executed by both parties.

The parties are signing this agreement as of the date set forth in the introductory clause.

**COUNTY**

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

By \_\_\_\_\_  
Julia R. Bueren  
Director of Public Works

**LENDER**

Name of Lender, a  
\_\_\_\_\_

By \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_  
Name  
Title

[Attach Notary Forms]