

## LEASE

**EMPLOYMENT AND HUMAN SERVICES DEPARTMENT  
SERVICE INTEGRATION TEAM  
3105 WILLOW PASS ROAD  
BAY POINT, CALIFORNIA**

This lease ("Lease") is dated \_\_\_\_\_, 2014, and is between Ambrose Recreation and Park District, a Recreation and Park District existing under the laws of the State of California ("**District**"), and the County of Contra Costa, a political subdivision of the State of California ("**County**").

### **Recitals**

- A. District is the owner of that certain premises located at 3105 Willow Pass Road in Bay Point (the "**Property**"). The Property has been improved with a structure that includes classrooms, a dining room, exercise rooms, and a parking lot (together, the "**Ambrose Community Center**" or "**Community Center**").
- B. District desires to lease to County and County desires to lease from District a portion of the Community Center consisting of approximately 5,193 square feet of floor space, commonly known as classrooms 3, 7, 8, 9, and 10 (the "**Career Center**" or the "**Premises**"), as described in Exhibit A, together with (i) the exclusive use of the restrooms located in the south wing of the Community Center Monday through Friday from 8:00 am to 5:00 pm, and (ii) non-exclusive use of the Community Center parking lot.
- C. District and County are parties to an existing lease for the Premises dated September 1, 2001, which is being terminated upon the commencement of this Lease.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, District hereby leases to County and County hereby leases from District the Premises.
- 2. Other Use of Community Center. During the Term of this Lease, in addition to exclusive use of the Premises, County is entitled to (i) the exclusive use of the restrooms located in the south wing of the Community Center Monday through Friday from 8:00 am to 5:00 pm, and (ii) non-exclusive use of the Community Center parking lot.
- 3. Term. The "**Term**" of this Lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

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- a. Initial Term. The “**Initial Term**” is three years, commencing on January 1, 2014 (the “**Commencement Date**”) and ending December 31, 2016.
  - b. Renewal Terms. County has one option to renew this Lease for a term of three years (“**Renewal Term**”) upon all the terms and conditions set forth herein.
    - i. County will provide District with written notice of its election to renew the Lease thirty 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 District’s written demand that County exercise or forfeit the option to renew.
    - ii. Upon the commencement of a Renewal Term, all references to the Term of this Lease will be deemed to mean the Term as extended pursuant to this Section.
4. Rent. County shall pay rent (“**Rent**”) to District monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:
- a. Initial Term. \$6,090.00 per month commencing January 1, 2014 and ending December 31, 2014, \$6,210.00 per month commencing January 1, 2015 and ending December 31, 2015, and \$6,335.00 per month commencing January 1, 2016 and ending December 31, 2016.
  - b. Renewal Term. \$6,460.00 per month commencing January 1, 2017 and ending December 31, 2017, \$6,590.00 per month commencing January 1, 2018 and ending December 31, 2018, and \$6,720.00 per month commencing January 1, 2019 and ending December 31, 2019.

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.

5. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.
6. Utilities and Janitorial.
  - a. Utilities. District shall pay for all water, sewer, gas, electricity, and refuse collection services provided to the Premises. The County shall inform its staff that the thermostat that controls heating and air conditioning is to be maintained at moderate levels.

- b. Janitorial. District shall provide janitorial services to the Premises and the restrooms in accordance with specifications in Exhibit C, - Janitorial Service Specifications, attached hereto.
7. Maintenance and Repairs.
- a. Roof and Exterior of Premises. District shall keep the roof and exterior of the Premises in good order, condition, and repair, and shall maintain the structural integrity of the Community Center, including the exterior doors and their fixtures, closers and hinges, exterior windows, glass and glazing. County shall maintain all interior doors and their fixtures, closers and hinges, 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 District 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. The County has installed and will maintain an alarm system in the Premises.
  - c. Utilities. District shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
  - d. HVAC. District shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
  - e. Parking; Exterior Lighting; Landscaping. District shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
  - f. Services by District. If County determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond District's responsibilities under this Lease, at County's request, District shall perform such service at County's expense. In performing the service, District shall consult with County and use either licensed insured contractors or employees of District. District shall obtain County's prior written approval of the scope, terms, and cost of any contracts. County may, by giving District 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.
8. Quiet Enjoyment. Provided County is in compliance with the material terms of this Lease, District shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
9. Subordination, Non-Disturbance and Attornment. If at any time District has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Community Center, District 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 B hereto.

10. 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. Upon the assignment of the Lease by County, the County will have no further obligation under the Lease.
11. 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 or upon 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 District's approval and must comply with existing code requirements.
12. 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 District 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 District under this Lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of District, its officers, agents, or employees.
13. 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 District 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, act of God and District's failure to make repairs required of District 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.
14. 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 Community Center.
15. Inspection. District, 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.

16. 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 District of the Perilous Condition and District shall use best efforts to immediately eliminate the Perilous Condition.

District shall immediately address any condition reasonably constituting an emergency, whether District learns of the condition through County or otherwise.

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

17. 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, District 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 District make the repairs within a reasonable time, in which case, District 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 Community Center or the Premises.

18. Hazardous Material. District warrants to County that District does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Community Center or Premises in violation of environmental laws. District 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. District 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.

19. Indemnification.

- a. County. County shall defend, indemnify and hold District 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 Community Centers owned or maintained by District, and/or (ii) the negligent acts, errors, or omissions of District, its officers, agents, or employees.
- b. District. District shall defend, indemnify and hold County harmless from District'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 District, its officers, agents, employees, with respect to the Premises, or District's performance under this Lease, or the District's performance, delivery or supervision of services at the Premises, or by the structural, mechanical or other failure of Community Centers owned or maintained by District, except to the extent caused or contributed to by the negligent acts, errors, or omissions of County, its officers, agents, or employees.

20. 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 District 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 District 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. District. District'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 District 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 District'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 District commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

21. Remedies.

- a. District. Upon the occurrence of a default by County, District 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 District, County may (i) terminate this Lease by giving written notice to District 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 District, or invoice District for the cost of repair, which invoice District shall pay promptly upon receipt.

22. 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 District:                      Ambrose Recreation and Park District  
   c/o General Manager  
   3105 Willow Pass Road  
   Bay Point, CA 94565  
   Facsimile: (925) 458-2736

To County:                        Contra Costa County  
   Public Works Department - Real Estate Manager  
   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.

23. Successors and Assigns. This Lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
24. 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.
25. Time is of the Essence. In fulfilling all terms and conditions of this Lease, time is of the essence.
26. Governing Law. The laws of the State of California govern all matters arising out of this Lease.
27. 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.

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28. 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 OF CONTRA COSTA, a  
political subdivision of the State of  
California

AMBROSE RECREATION AND PARK  
DISTRICT

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

By: \_\_\_\_\_  
Doug Long  
General Manager

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Karen Laws  
Principal Real Property Agent

By: \_\_\_\_\_  
Dave Silva  
Senior Real Property Agent

APPROVED AS TO FORM  
SHARON L. ANDERSON, COUNTY COUNSEL

By: \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

EXHIBIT A  
PREMISES

EXHIBIT A - PREMISES  
3105 Willow Pass Road  
Pittsburg

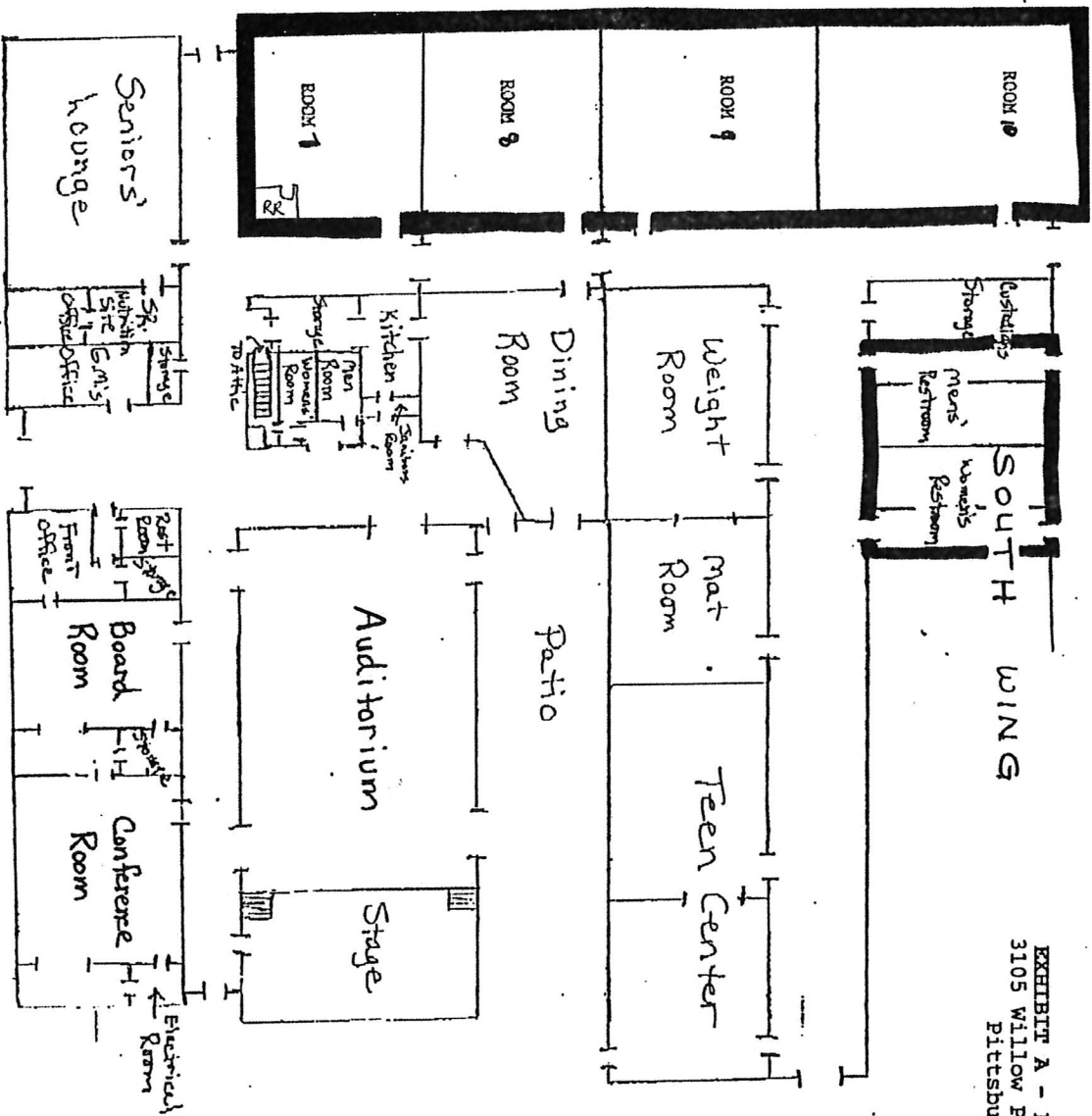


EXHIBIT B  
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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 \_\_\_\_\_, 201\_, 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 \_\_\_\_\_, 2014 (the "**Lease**") between the Tenant and Ambrose Recreation and Park District, a Recreation and Park District (the "**Landlord**"), Landlord is leasing to the Tenant certain space in the building located at 3105 Willow Pass Road in Bay Point, more fully described in Exhibit A 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 9 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 Lease contains an option to purchase an ownership interest in the building, and a right of first refusal to purchase an ownership interest in the building.
- (b) The term of the Lease commences on January 1, 2014 and will terminate on December 31, 2016.
- (c) The current monthly rent payment under the Lease is set forth in Section A.5 of the Lease. No advance rents have been prepaid.
- (d) The improvements described in the Lease have not been completed or accepted by Tenant.
- (e) Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
- (f) Upon its execution, the Lease will be in full force and effect.
- (g) All rent payments will be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successors and assigns.
- (h) 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.
- (i) 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.

[Remainder of Page Intentionally Left Blank]



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]

Exhibit A

[Legal Description of Property]

## EXHIBIT C

### JANITORIAL SERVICE SPECIFICATIONS

3105 WILLOW PASS ROAD, BAY POINT

#### DAILY SERVICES

1. Empty all trash containers throughout the premises and replace trash container liners as necessary.
2. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets periodically.
3. Remove spots and finger marks from glass on entry doors, as needed.
4. Replace burned out tubes and light bulbs as necessary.
5. Clean restroom walls, doors, and floors, and provide supplies to restrooms.

#### WEEKLY SERVICES

1. Vacuum all carpets thoroughly throughout the premises.
2. Dust counter and desk tops, cabinets, tables, low wall partitions, and window sills. Remove cob webs as needed.
3. Dust mini blinds.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware; dust entry door louvers.

#### MONTHLY SERVICES

1. Dust and clean A/C diffusers, air vents and exhaust fans.
2. Dust vertical surfaces (furniture fronts, walls, etc.)
3. Dust all window blinds; damp wipe window sills.

#### ONCE YEARLY, IN APRIL

1. Wash windows and glass on both sides.
2. Clean all ventilation grills.
3. Wash and clean all light fixtures, inside and outside.

#### MISCELLANEOUS

1. Security: Lock all doors and windows, turn off lights, set night lights and alarm systems before leaving building.