# RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

NIXON PEABODY LLP 300 South Grand Avenue, Suite 4100 Los Angeles, California 90071 Attention: Charles C. Wolf, Esq.

# **SITE LEASE**

by and between the

# **COUNTY OF CONTRA COSTA**

and the

## COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY

Related to
\$[\_\_\_\_\_]
County of Contra Costa Public Financing Authority
Lease Revenue Bonds (Capital Projects)
2017 Series B

Dated as of May 1, 2017

THIS TRANSACTION IS EXEMPT FROM FILING FEES PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 6103 AND TRANSFER TAXES PURSUANT TO CALIFORNIA REVENUE AND TAXATION CODE SECTION 11928

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#### SITE LEASE

This Site Lease, dated as of May 1, 2017 (this "Site Lease"), by and between the COUNTY OF CONTRA COSTA, a political subdivision organized and existing under and by virtue of the laws of the State of California (the "County"), as lessor, and the COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY, a public entity and agency, duly organized and existing pursuant to an Agreement entitled "Amended and Restated Joint Exercise of Powers Agreement" by and between the County of Contra Costa and the Contra Costa County Flood Control and Water Conservation District (the "District"), as lessee;

# $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, the County has determined that it is in its best interests to finance certain capital improvements for the County;

WHEREAS, the Authority has agreed to issue \$[\_\_\_\_\_] principal amount of its Lease Revenue Bonds (Capital Projects), 2017 Series B (the "Bonds"), pursuant to a Trust Agreement, dated as of May 1, 2017 (as amended, supplemented, modified or restated from time to time, the "Trust Agreement") by and between the Authority and Wells Fargo Bank, National Association, as trustee (together with any successor thereto, the "Trustee"), for the purpose of financing certain capital improvements for the County (the "Capital Projects") and paying certain costs of issuance with respect to the issuance of the Bonds;

WHEREAS, the County, pursuant hereto, will lease certain Facilities (as hereinafter defined) of the County to the Authority and the Authority will use the proceeds of the Bonds to pay to the County the rental due hereunder for the Facilities, and the County will use the proceeds of the Bonds to make deposits to the Project Fund and the Costs of Issuance Fund, as established in the Trust Agreement;

WHEREAS, the Authority will lease back the Facilities to the County pursuant to the Facilities Lease, dated as of May 1, 2017 (as amended, supplemented, modified or restated from time to time, the "Facilities Lease"), between the Authority, as lessor, and the County, as lessee; and

WHEREAS, under the Facilities Lease, the County will be obligated to make base rental payments to the Authority for the lease of the Facilities and the Authority will pledge such base rental payments to the Trustee for payments of the Bonds (capitalized terms used herein and not otherwise defined herein have the meanings assigned thereto in the Facilities Lease or the Trust Agreement, as applicable);

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED as follows:

# SECTION 1. <u>Lease of Facilities</u>

The County hereby leases to the Authority and the Authority hereby leases from the County, on the terms and conditions hereinafter set forth, the real property situated in the County of Contra Costa, State of California, together with the improvements thereon, as described in

Exhibit A attached hereto and made a part hereof, and any additional real property added thereto by any supplement or amendment hereto, or any real property substituted for all or any portion of such property in accordance with this Site Lease and the Trust Agreement (the "Facilities"); subject, however, to Permitted Encumbrances. No merger shall be effected by the County's lease of the Facilities to the Authority under this Site Lease, and the Authority's sublease of the Facilities back to the County under the Facilities Lease.

#### SECTION 2. Term

The term of this Site Lease as to the Facilities shall commence on the date of recordation of this Site Lease in the office of the County Recorder of the County of Contra Costa, State of California, on May 26, 2017 and shall end on the respective dates identified in Exhibit B hereto, as applicable to the related Facility, unless such term is extended or sooner terminated as hereinafter provided. If on such dates the Base Rental Payments and Additional Payments attributable to the related Facility and all other amounts then due under the Facilities Lease with respect to such Facility shall not be fully paid or any amount remains due and owing with respect to the Bonds or under the Continuing Covenant Agreement, or if the rental or other amounts payable under the Facilities Lease with respect to such Facility shall have been abated at any time and for any reason, then the term of this Site Lease with respect to such Facility shall be extended until ten (10) days after the Base Rental Payments and Additional Payments attributable to such Facility and all other amounts then due under the Facilities Lease with respect to such Facility, and all amount remains due and owing with respect to the Bonds and under the Continuing Covenant Agreement, shall be fully paid except that the term of this Site Lease as to the respective Facility shall in no event be extended beyond ten (10) years after the date identified with respect thereto. If prior to such date the Base Rental Payments and Additional Payments attributable to the related Facility and all other amounts then due under the Facilities Lease with respect to such Facility shall be fully paid, the term of this Site Lease with respect to such Facility shall end ten (10) days thereafter or upon written notice by the County to the Authority, whichever is earlier.

# SECTION 3. Rental

The Authority shall pay to the County from the proceeds of the Bonds as and for rental hereunder an amount, not less than \$[\_\_\_\_\_], which amount the County finds and determines is full and fair rental for the Facilities on the date hereof and which amount the County further agrees will be deposited in the Project Fund, as set forth in the Trust Agreement and applied along with other proceeds of the Bonds to finance the Capital Projects.

#### SECTION 4. Purpose

The Authority shall use the Facilities solely for the purpose of leasing the Facilities to the County pursuant to the Facilities Lease and for such purposes as may be incidental thereto; provided, that in the event of an Event of Default by the County under the Facilities Lease, the Authority may exercise the remedies provided in the Facilities Lease.

# SECTION 5. <u>Environmental Law and Regulations</u>

(a) Definitions used in this Section 5 and in Section 6.

"Asbestos Containing Materials" shall mean material in friable form containing more than one percent (1%) of the asbestiform varieties of (a) chrysotile (serpentine); (b) crocidolite (ricbeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) antinolite.

"Asbestos Operations and Maintenance Plan" shall mean that written plan for the Facilities relating to monitoring and maintaining all Asbestos Containing Materials used or located on the Facilities.

"Environmental Regulations" shall mean all Laws and Regulations, now or hereafter in effect, with respect to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. Section 9601, et seq.) (together with the regulations promulgated thereunder, "CERCLA"), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 6901, et seq.) (together with the regulations promulgated thereunder, "RCRA"), the Emergency Planning and Community Right-to-Know Act, as amended (42 U.S.C. Section 11001, et seq.) (together with the regulations promulgated thereunder, "Title III"), the Clean Water Act, as amended (33 U.S.C. Section 1251, et seq.) (together with the regulations promulgated thereunder, "CWA"), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) (together with the regulations promulgated thereunder, "CAA"), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.) (together with the regulations promulgated thereunder, "TSCA"), the Occupational Safety and Health Act, as amended (29 U.S.C. Section 651 et seq.) (together with regulations promulgated thereunder, "OSHA") and any similar federal, state or local laws and regulations and any so-called local, state or federal "superfund" or "superlien" law.

"Hazardous Materials" shall mean any material amount of flammable explosives, polychlorinated biphenyl compounds, heavy metals, chlorinated solvents, cyanide, radon, petroleum products, asbestos or any Asbestos Containing Materials, methane, radioactive materials, pollutants, hazardous materials, hazardous wastes, hazardous, toxic, or regulated substances or related materials, as characterized, regulated or defined in CERCLA, RCRA, CWA, CAA, TSCA, OSHA and Title III, and the regulations promulgated pursuant thereto, and in any other Environmental Regulations applicable to the County, any of the Facilities or the business operations conducted by the County therein.

"Laws and Regulations" shall mean any applicable law, regulation, code, order, rule, judgment or consent agreement, including, without limitation, those relating to zoning, building, use and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, architectural barriers to the handicapped, or restrictive covenants or other agreements affecting title to the Facilities.

(b) No portion of the Facilities is located in an area of high potential incidence of radon which has an unventilated basement or subsurface portion which is occupied or used for any purpose other than the foundation or support of the improvements to such Facilities.

(c) The County has not received any notice from any insurance company which has issued a policy with respect to the Facilities or from the applicable state or local government agency responsible for insurance standards (or any other body exercising similar functions) requiring the performance of any repairs, alterations or other work, which repairs, alterations or other work have not been completed at the Facilities. The County has not received any notice of default or breach which has not been cured under any covenant, condition, restriction, right-of-way, reciprocal easement agreement or other easement affecting the Facilities which is to be performed or complied with by it.

#### SECTION 6. Environmental Compliance

- Neither the County nor the Authority shall use or permit the Facilities or any part thereof to be used to generate, manufacture, refine, treat, store, handle, transport or dispose of, transfer, produce or process Hazardous Materials, except, and only to the extent, if necessary to maintain the Facilities and then, only in compliance with all Environmental Regulations, nor shall it permit, as a result of any intentional or unintentional act or omission on its part or by any tenant, subtenant, licensee, guest, invitee, contractor, employee and agent, the storage, transportation, disposal or use of Hazardous Materials or the pumping, spilling, leaking, disposing of, emptying, discharging or releasing (hereinafter collectively referred to as "Release") or threat of Release of Hazardous Materials on, from or beneath the Facilities or onto any other real property excluding, however, those Hazardous Materials in those amounts ordinarily found in the inventory of an office building, the use, storage, treatment, transportation and disposal of which shall be in compliance with all Environmental Regulations. Upon the occurrence of any Release or threat of Release, or presence, of Hazardous Materials, the County shall promptly commence and perform, or cause to be commenced and performed promptly, without cost to the Trustee or the Authority, all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials so Released or present, on, from or beneath the Facilities, in compliance with all Environmental Regulations. Notwithstanding anything to the contrary contained herein, underground storage tanks shall only be permitted subject to compliance with subsection (d) and only to the extent necessary to maintain the Facilities.
- (b) The County and the Authority shall comply with, and shall cause its tenants, subtenants, licensees, guests, invitees, contractors, employees and agents to comply with, all Environmental Regulations, and shall keep the Facilities free and clear of any liens imposed pursuant thereto (provided, however, that any such liens, if not discharged, may be bonded). The County and the Authority shall cause each tenant, and use its best efforts to cause all of such tenant's subtenants, agents, licensees, employees, contractors, guests and invitees and the guests and invitees of all of the foregoing to comply with all Environmental Regulations with respect to the Facilities; provided, however, that notwithstanding that a portion of this covenant is limited to the County and the Authority's use of its best efforts, the Authority and the County shall remain solely responsible for ensuring such compliance and such limitation shall not diminish or affect in any way the County and the Authority's obligations contained in subsection (c) hereof as provided in subsection (c) hereof. Upon receipt of any notice from any individual or Person with regard to the presence of, or Release of Hazardous Materials on, from or beneath the Facilities, the County and the Authority shall give prompt written notice thereof to the Trustee

(and, in any event, prior to the expiration of any period in which to respond to such notice under any Environmental Regulation).

- Irrespective of whether any representation or warranty contained in Section 5 is not true or correct, the County and the Authority shall, to the extent permitted by law, defend, indemnify and hold harmless the Bondholders and the Trustee, its partners, depositors and each of its and their employees, agents, officers, directors, trustees, successors and assigns, from and against any claims, demands, penalties, fines, attorneys' fees (including, without limitation, attorneys' fees incurred to enforce the indemnification contained in this Section 6), consultants' fees, investigation and laboratory fees, liabilities, settlements (five (5) Business Days' prior notice of which the Authority or the Trustee, as appropriate, shall have delivered to the County and the Authority), court costs, damages, losses, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, occurring in whole or in part, arising out of, or in any way related to, (i) the presence, disposal, Release, threat of Release, removal, discharge, storage or transportation of any Hazardous Materials on, from or beneath the Facilities, (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials, (iii) any lawsuit brought or threatened, settlement reached (five (5) Business Days' prior notice of which the Authority or the Trustee, as appropriate, shall have delivered to the County and the Authority), or governmental order relating to Hazardous Materials on, from or beneath any of the Facilities, (iv) any violation of Environmental Regulations or subsection (a) or (b) hereof by it or any of its agents, tenants, employees, contractors, licensees, guests, subtenants or invitees, and (v) the imposition of any governmental lien for the recovery of environmental cleanup or removal costs. To the extent that the Authority or the County is strictly liable under any Environmental Regulation, its obligation to the Trustee and the Bondholders and the other indemnitees under the foregoing indemnification shall likewise be without regard to fault on its part with respect to the violation of any Environmental Regulation which results in liability to any indemnitee. Its obligations and liabilities under this Section 6(c) shall survive any termination of the Facilities Lease or exercise of any remedies thereunder, and the satisfaction of all Bonds.
- (d) The County and the Authority shall conform to and carry out a reasonable program of maintenance and inspection of all underground storage tanks, and shall maintain, repair, and replace such tanks only in accordance with Laws and Regulations, including but not limited to Environmental Regulations.

#### SECTION 7. Owner in Fee

The County covenants that it is the owner in fee of the Facilities. The County further covenants and agrees that if for any reason this covenant proves to be incorrect, the County will either institute eminent domain proceedings to condemn the property or institute a quiet title action to clarify the County's title, and will diligently pursue such action to completion. The County further covenants and agrees that it will hold the Authority and the Bondowners harmless from any loss, cost or damages resulting from any breach by the County of the covenants contained in this Section.

# SECTION 8. <u>Assignments and Subleases</u>

Unless the County shall be in default under the Facilities Lease, the Authority may not assign its rights under this Site Lease or sublet the Facilities, except pursuant to the Facilities Lease, without the written consent of the County, which consent may be withheld in the County's sole and absolute discretion. Upon the occurrence of a default by the County under the Facilities Lease, the Authority may assign or sell its rights under this Site Lease or sublet the Facilities, without the consent of the County.

# SECTION 9. Right of Entry; Easements

The County reserves the right for any of its duly authorized representatives to enter upon the Facilities at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

The County agrees, upon written request from the Authority, to grant to the Authority a nonexclusive easement of ingress and egress for persons, vehicles and utilities, twenty (20) feet wide, from each parcel of the Facilities not having access to a public street, and appurtenant to such parcel, over property owned by the County to a public street. The County may, at any time, satisfy its obligation contained in the preceding sentence as to any such parcel of the Facilities by granting to the Authority an easement complying with the requirements of the preceding sentence from such parcel of the Facilities to a public street.

# SECTION 10. Termination

The Authority agrees, upon the termination of this Site Lease, to quit and surrender the Facilities in the same good order and condition as the same were in at the time of commencement of the term hereunder, reasonable wear and tear excepted, and the Authority further agrees that the Facilities and any other permanent improvements and structures existing upon the Facilities at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the County.

Upon the exercise of the option to purchase set forth in Section 7.03 of the Facilities Lease and upon payment of the option price required by said section, the term of this Site Lease shall terminate as to the portion of the Facilities being so purchased, including the real property upon which portion is situated.

#### SECTION 11. Default

In the event the Authority shall be in default in the performance of any obligation on its part to be performed under the terms of this Site Lease, which default continues for one hundred and eighty (180) days following notice and demand for correction thereof to the Authority and the Trustee, the County may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Facilities Lease shall be deemed to occur as a result thereof; provided, however, that the County shall have no power to terminate this Site Lease by reason of any default on the part of the Authority if such termination would affect or impair any assignment of the Facilities Lease of all or any part of the Facilities then in effect between the Authority and any assignee or subtenant of the Authority (other than the County under the

Facilities Lease) or the rights of the Trustee with respect thereto. So long as any such assignee or subtenant of the Authority (or the Trustee) shall duly perform the terms and conditions of this Site Lease, such assignee or subtenant (or the Trustee) shall be deemed to be and shall become the tenant of the County hereunder and shall be entitled to all of the rights and privileges granted under any such assignment or subrogation; provided, further, that so long as any Bonds are outstanding and unpaid in accordance with the terms thereof, the rentals or any part thereof payable to the Authority or Trustee shall continue to be paid to the Trustee on behalf of the Bondowners.

# SECTION 12. Quiet Enjoyment; Liens

- (a) The Authority at all times during the term of this Site Lease, shall peaceably and quietly have, hold and enjoy all of the Facilities then leased hereunder.
- (b) The Authority shall not, directly or indirectly, create, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Facilities, other than the respective rights of the Authority and the County as herein provided and Permitted Encumbrances.

# SECTION 13. Waiver of Personal Liability

All liabilities under this Site Lease on the part of the Authority shall be solely liabilities of the Authority, as a public entity and agency, and the County hereby releases each and every member, director, officer, agent or employee of the Authority of and from any personal or individual liability under this Site Lease. No member, director, officer, agent or employee of the Authority shall at any time or under any circumstances be individually or personally liable under this Site Lease to the County or to any other party whomsoever for anything done or omitted to be done by the Authority hereunder.

The Authority and its members, directors, officers, agents, employees and assignees shall not be liable to the County or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Facilities. The County, to the extent permitted by law, shall indemnify and hold the Authority and its members, directors, officers, agents, employees and assignees, harmless from, and defend each of them against, any and all claims, liens and judgments arising from the operation of the Facilities or the 2017-B Project, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facilities or the 2017-B Project regardless of responsibility for negligence, but excepting the active negligence of the person or entity seeking indemnity.

#### SECTION 14. Taxes

The County covenants and agrees to pay any and all assessments of any kind or character and also all taxes, including possessory interest taxes, levied or assessed upon the Facilities.

#### SECTION 15. Eminent Domain

In the event the whole or any part of the Facilities is taken by eminent domain proceedings, the interest of the Authority shall be recognized and is hereby determined to be the amount of the then unpaid or outstanding Bonds and all other amounts due under the Trust Agreement and the Facilities Lease attributable to such part of the Facilities and all obligations due and owing under the Continuing Covenant Agreement and shall be paid to the Trustee, or the Purchaser or respective Bondholder, as applicable, and the balance of the award, if any, shall be paid to the County.

## SECTION 16. Further Assurances.

The County covenants and agrees that in the event any lien, encumbrance, asserted encumbrance, claim, dispute or other issue arises with respect to the County's legal title to or valid and marketable, beneficial use and enjoyment of (or the Authority's interest in) the Facilities (each of the foregoing referred to as a "Facilities Issue"), the County will take all steps necessary to promptly quiet, resolve and/or eliminate such Facilities Issue and/or provide the Authority with, or as applicable, will take all reasonable steps available to the County to ensure the Authority has, adequate access to and use of the Facilities and the County has beneficial use and enjoyment of the Facilities and the County shall ensure that its fee interest in the Facilities remains free and clear of Facilities Issues. The County covenants and agrees that in the event any legal description, UCC-1 financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Authority's interests in the Facilities reflects any incorrect real property legal description, the County shall take all steps necessary (with the Authority's prior written approval) to promptly correct any errors with respect to such legal descriptions, UCC-1 financing statements and fixture filings.

## SECTION 17. Nondiscrimination

The Authority herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all person claiming under or through itself, and this Site Lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or groups of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those basis are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the Authority, or any person claiming under or through the Authority, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.

# SECTION 18. <u>Partial Invalidity</u>

If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

# SECTION 19. Notices

All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States registered or certified mail, return receipt requested, postage prepaid, and, if to the County, addressed to the County in care of the Clerk of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, California 94553, or if to the Authority, addressed to the Authority in care of the County Administrator, County Administration Building, 651 Pine Street, Martinez, California 94553, in all cases with a copy to the Trustee at the address specified in the Trust Agreement, or to such other addresses as the respective parties may from time to time designate by notice in writing.

# SECTION 20. <u>Section Headings</u>

All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

#### SECTION 21. Amendment

The Authority and the County may at any time agree to the amendment of this Site Lease; provided, however, that the Authority and the County agree and recognize that this Site Lease is entered into as contemplated by the terms of the Trust Agreement, and accordingly, that any such amendment shall only be made or effected in accordance with and subject to the terms of the Trust Agreement.

#### SECTION 22. Definitions

Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Facilities Lease or, if not defined therein, the Trust Agreement.

# SECTION 23. Execution

This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Lease. It is also agreed that separate counterparts of this Site Lease may separately be executed by the County and the Authority, all with the same force and effect as though the same counterpart had been executed by both the County and the Authority.

IN WITNESS WHEREOF, the County and the Authority have caused this Site Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

	COUNTY OF CONTRA COSTA, as Lessor
	By:Federal D. Glover
	Chair of the Board of Supervisors
Attest:	
D.,,	
By: Jami Napier	
Chief Assistant Clerk of the Board of	
Supervisors	
Supervisors	
	COUNTY OF CONTRA COSTA PUBLIC
	FINANCING AUTHORITY, Lessee
	D.
	By:
	Federal D. Glover Chair of the Board of Directors
	Chair of the Board of Directors
Attest:	
Tittest.	
By:	
Lisa Driscoll	
Deputy Executive Director and Assistant	
Secretary of the Board of Directors	

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA	ALIFORNIA	
COUNTY OF	CONTRA COSTA	
	, 2017, before me,	
Notary Public,	, personally appeared	
	me on the basis of satisfactory evidence to be the person(s) the within instrument and acknowledged to me that he/she/th	
in his/her/their	authorized capacity(ies), and that by his/her/their signature or the entity upon behalf of which the person(s) acted, executive	e(s) on the instrument
•	r PENALTY OF PERJURY under the laws of the State of graph is true and correct.	of California that the
WITNESS my	name and official seal.	
[Affix seal here	e]	
	Signature of Notary Pu	blic

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA	ALIFORNIA	
COUNTY OF	CONTRA COSTA	
	, 2017, before me,	
Notary Public,	, personally appeared	
	me on the basis of satisfactory evidence to be the person(s) the within instrument and acknowledged to me that he/she/th	
in his/her/their	authorized capacity(ies), and that by his/her/their signature or the entity upon behalf of which the person(s) acted, executive	e(s) on the instrument
•	r PENALTY OF PERJURY under the laws of the State of graph is true and correct.	of California that the
WITNESS my	name and official seal.	
[Affix seal here	e]	
	Signature of Notary Pu	blic

## **EXHIBIT A**

# **Description of Facilities**

#### **Summit Center**

# 2530 Arnold Drive, Martinez, California

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

#### PARCEL ONE:

LOT 1, AS SHOWN ON THE MAP OF SUBDIVISION 6207, "CREST OFFICE PARK" FILED, DECEMBER 26, 1986, IN BOOK 310 OF MAPS, PAGE 6, CONTRA COSTA COUNTY RECORDS.

#### EXCEPTING FROM PARCEL ONE ABOVE:

THAT PORTION OF LAND DESCRIBED IN THAT DEED TO CONTRA COSTA COUNTY WATER DISTRICT RECORDED JANUARY 28, 1987, BOOK 13414, PAGE 96.

#### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR DRAINAGE PURPOSES, AS GRANTED IN THE GRANT OF EASEMENT FROM JOHNSON CLARK, ET UX, RECORDED APRIL 03, 1981, IN BOOK 10267, PAGE 169, OFFICIAL RECORDS, OVER, UNDER AND ACROSS A STRIP OF LAND DESCRIBED AS FOLLOWS:

#### PORTION OF RANCHO LAS JUNTAS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF LOT "D" AS SHOWN ON THE MAP ENTITLED "MAP OF VINE HILL HOMESTEAD TRACT, CONTRA COSTA COUNTY CALIFORNIA", FILED APRIL 17, 1884 IN BOOK B OF MAPS, PAGE 42, CONTRA COSTA COUNTY RECORDS; THENCE SOUTH 63° 57' 13" EAST, 207.98 FEET, ALONG THE SOUTHWEST LINE OF SAID LOT "D" M 42) TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING SOUTH 63° 57' 13" EAST, 10.00 FEET ALONG THE SOUTHWEST LINE OF SAID LOT "D" IB M 42); THENCE SOUTH 26° 02' 47" WEST, 30.00 FEET; THENCE NORTH 63° 57' 13" WEST, 10.00 FEET; THENCE NORTH 26° 02' 47" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

#### PARCEL THREE:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR INGRESS AND EGRESS PURPOSES, TRAFFIC SIGNAL FACILITIES AND FOR ALL PUBLIC UTILITIES, AS GRANTED IN THE GRANT DEED FROM JAY PROPERTY SYSTEMS, INC., A CALIFORNIA CORPORATION, RECORDED DECEMBER 26, 1986, IN BOOK 13345, PAGE 726, OFFICIAL RECORDS, OVER, UNDER AND ACROSS ALL THAT PORTION OF LOT 2, AS SHOWN ON THE MAP OF SUBDIVISION 6207, (310 M 6) LYING WITHIN THE STRIPS OF LAND DESIGNATED AS "PROPOSED 60 FT. NON-EXCLUSIVE EASEMENT" AND "TRAFFIC SIGNAL FACILITIES EASEMENT & 60 FT. NON-EXCLUSIVE EASEMENT" ON THE ABOVE REFERRED TO MAP OF SUBDIVISION 6207, BEING A STRIP OF LAND THIRTY (30') FEET WIDE WITHIN SAID LOT 2 AND THIRTY (30') FEET WIDE WITHIN LOT 1 OF SAID SUBDIVISION 6207.

#### EXCEPTING FROM PARCEL THREE:

ALL THAT PORTION THEREOF, 30 FEET IN WIDTH, LYING WITHIN LOT 1 OF SAID SUBDIVISION 6207.

#### PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE COMMON DRIVEWAY IMPROVEMENTS AND FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS AND EGRESS, AS GRANTED IN THE COMMON DRIVEWAY CONSTRUCTION, MAINTENANCE AND RECIPROCAL EASEMENT AGREEMENT FROM JAY PROPERTY SYSTEMS, INC., A CALIFORNIA CORPORATION, RECORDED DECEMBER 26, 1986, IN BOOK 13345, PAGE 756, OFFICIAL RECORDS, OVER, UNDER, ACROSS ALL THAT PORTION OF LOT 2 ON THE ABOVE REFERRED TO MAP OF SUBDIVISION 6207, BEING A STRIP OF LAND TEN (10') FEET WIDE ADJACENT TO, OUTSIDE AND ALONG THE ENTIRE LENGTH OF THE EASEMENT AREA LOCATED THEREON DESIGNATED "PROPOSED 60 FT. NON-EXCLUSIVE EASEMENT" AND "TRAFFIC SIGNAL FACILITIES EASEMENT & 60 FT. NON-EXCLUSIVE EASEMENT".

APN 161-510-001

## Contra Costa County District Attorney's Office

# 900 Ward Street, Martinez, California

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

#### PARCEL ONE:

LOT 6 AND A PORTION OF LOT 5, BLOCK 327, OF THE ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID BLOCK 327; THENCE FROM SAID POINT OF BEGINNING NORTH 37° 24' WEST, ALONG THE EAST LINE OF SAID BLOCK 327, 99.08 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 6; THENCE SOUTH 57° 54' 30" WEST, ALONG THE NORTH LINE OF SAID LOTS 6 AND 5, 92.49 FEET TO THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO PETER LYHNE, RECORDED JANUARY 11, 1926, BOOK 20, OFFICIAL RECORDS, PAGE 38; THENCE SOUTH 33° 43' EAST, ALONG SAID EAST LINE AND ALONG THE EAST LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO R. J. HERSEY, ET UX, RECORDED JANUARY 25, 1945, BOOK 810, OFFICIAL RECORDS, PAGE 375, 100.06 FEET TO THE SOUTH LINE OF SAID BLOCK 327; THENCE NORTH 57° 28' EAST, ALONG SAID SOUTH LINE, 98.83 FEET TO THE POINT OF BEGINNING.

#### PARCEL TWO:

PORTION OF BLOCK 327 OF THE ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF GREEN STREET WITH THE EAST LINE OF LAS JUNTAS STREET; THENCE FROM SAID POINT OF BEGINNING ALONG SAID LINE OF LAS JUNTAS STREET, NORTH 33° 43' WEST, 50 FEET TO THE SOUTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO PETER LYHNE, RECORDED JANUARY 11, 1926, BOOK 20, OFFICIAL RECORDS, PAGE 38; THENCE ALONG SAID SOUTH LINE NORTH 57° 50' EAST, 97 FEET; THENCE SOUTH 33° 43' EAST, PARALLEL TO LAS JUNTAS STREET, 50 FEET, MORE OR LESS, TO THE NORTH LINE OF GREEN STREET; THENCE ALONG SAID LINE SOUTH 57° 28' WEST, 97 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

#### PARCEL THREE:

LOT 3, BLOCK 327, ADDITIONAL SURVEY OF THE TOWN OF MARTINEZ AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA.

#### PARCEL FOUR:

PORTION OF LOTS 4 AND 5, BLOCK 327, ADDITIONAL SURVEY TOWN OF MARTINEZ, AS PER MAPS THEREOF ON FILE IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE BOUNDARY LINE BETWEEN LOTS 3 AND 4 WITH THE EASTERLY BOUNDARY LINE OF LAS JUNTAS STREET; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY LINE OF LAS JUNTAS STREET, 50 FEET; THENCE EASTERLY ON A LINE PARALLEL TO THE NORTHERLY BOUNDARY LINE OF GREEN STREET, 97 FEET; THENCE WESTERLY ON A LINE PARALLEL TO LAS JUNTAS STREET, 50 FEET, MORE OR LESS, TO THE INTERSECTION OF THE SAME WITH THE SOUTHERLY BOUNDARY LINE OF LOT 2 IN SAID BLOCK; THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF LOTS 2 AND 3 TO THE POINT OF BEGINNING, BEING A LOT 50 FEET BY 97 FEET WITH A 50 FOOT FRONTAGE ON LAS JUNTAS STREET.

APN: 373-267-005

# **Department of Conservation and Development**

# 30 Muir Road, Martinez, California

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

#### PARCEL ONE:

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP M.S. 552-82 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA ON MAY 27, 1982, IN BOOK 101 OF PARCEL MAPS, PAGE 17.

#### PARCEL TWO:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS AN APPURTENANCE TO PARCEL ONE ABOVE, OVER A STRIP OF LAND 22 FEET IN WIDTH, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHERLY LINE OF PARCEL "1" AS SHOWN ON THE PARCEL MAP FILED NOVEMBER 02, 1981, IN BOOK 98 OF PARCEL MAPS, PAGE 12, CONTRA COSTA COUNTY RECORDS, DISTANT THEREON WESTERLY ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 370.03 FEET, THROUGH A CENTRAL ANGLE OF 4° 04' 09", AN ARC DISTANCE OF 26.82 FEET, FROM THE NORTHEASTERLY CORNER THEREOF;

THENCE FROM SAID POINT OF BEGINNING, SOUTH 2° 34' 44" WEST, 30.28 FEET AND SOUTH 20° 28' 45" WEST, 200.11 FEET.

#### PARCEL THREE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS AN APPURTENANCE TO PARCEL ONE ABOVE, OVER A STRIP OF LAND 22 FEET IN WIDTH THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE LINE DESCRIBED AS "NORTH 29° 00' 00" EAST, 314.32 FEET", IN PARCEL ONE ABOVE DISTANT THEREON SOUTH 29° 00' 00" WEST, 39.00 FEET FROM THE NORTHERLY TERMINUS THEREOF;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 61° 00' 00' 00" EAST, 56.5 FEET;

THENCE NORTH 29° 00' 00" EAST, 66.66 FEET;

THENCE NORTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 161.34 FEET, THROUGH A CENTRAL ANGLE OF 25° 03' 28", AN ARC DISTANCE OF 70.56 FEET TO A POINT ON THE LINE DESCRIBED AS "SOUTH 35° 56'

32" EAST 79.24 FEET" IN PARCEL ONE ABOVE, BEING THE TRUE POINT OF BEGINNING;

THENCE FROM SAID POINT OF BEGINNING EASTERLY ALONG A COMPOUND CURVE WITH A RADIUS OF 437.54 FEET, THROUGH A CENTRAL ANGLE OF 18° 12' 28", AN ARC DISTANCE OF 139.04 FEET;

THENCE ALONG A COMPOUND CURVE WITH A RADIUS OF 325.53 FEET, THROUGH A CENTRAL ANGLE OF 19° 29' 59", AN ARC DISTANCE OF 110.80 FEET, TO A POINT ON THE CENTERLINE OF PARCEL TWO ABOVE, WHICH BEARS NORTH 20° 28' 45" EAST, 185.11 FEET FROM THE SOUTHERLY TERMINUS THEREOF.

#### PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS AN APPURTENANCE TO PARCEL ONE ABOVE, OVER A STRIP OF LAND 18 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF PARCEL TWO ABOVE:

THENCE FROM SAID POINT OF BEGINNING SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 44 FEET, THE TANGENT OF WHICH BEARS NORTH 20° 28' 45" EAST, THROUGH A CENTRAL ANGLE OF 68° 31' 15", AN ARC DISTANCE OF 52.62 FEET;

THENCE SOUTH 89° 00' 00" WEST, 37.96 FEET;

THENCE SOUTH 29° 00' 00" WEST, 67.72 FEET TO A POINT ON THE LINE DESCRIBED AS "SOUTH 20° 28' 45" WEST, 61.5 FEET" IN PARCEL ONE ABOVE, DISTANT NORTH 20° 28' 45" EAST, 51.54 FEET FROM THE SOUTHERLY TERMINUS THEREOF; THENCE SOUTH 20° 28' 45" WEST ALONG SAID LINE, 51.54 FEET.

EXCEPTING THEREFROM: THAT PORTION THEREOF LYING WITHIN PARCEL ONE ABOVE.

#### PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS AN APPURTENANCE TO PARCEL ONE ABOVE, OVER A STRIP OF LAND 18 FEET IN WIDTH, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHERLY TERMINUS OF PARCEL TWO ABOVE;

THENCE FROM SAID POINT OF BEGINNING ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 44 FEET, THE TANGENT OF WHICH BEARS NORTH 20° 28' 45" EAST, THROUGH A CENTRAL ANGLE OF 35° 13' 15", AN ARC DISTANCE OF 27.05 FEET;

THENCE ALONG A REVERSE CURVE WITH A RADIUS OF 44 FEET, THROUGH A CENTRAL ANGLE OF 35° 13' 35", AN ARC DISTANCE OF 27.05 FEET;

THENCE SOUTH 20° 28' 45" WEST, 148.31 FEET TO A POINT ON THE LINE DESCRIBED AS "SOUTH 69° 31' 15" EAST, 21.5 FEET" IN PARCEL ONE ABOVE, DISTANT NORTH 69° 31' 15" WEST, 9.00 FEET FROM THE EASTERLY TERMINUS THEREOF.

(NOTE: THE EXTERIOR BOUNDARY LINES OF THE EASEMENTS DESCRIBED AS PARCELS TWO, THREE, FOUR AND FIVE ABOVE ARE TO BE LENGTHENED OR SHORTENED SO AS TO FORM CONTINUOUS STRIPS OF LAND.)

APN: 162-493-009

# **Employment and Human Services Department**

# 40 Douglas Drive, Martinez, California

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

#### PARCEL ONE:

A PORTION OF LOT 3 OF THE AMENDED MAP OF SUBDIVISION 6265, FILED OCTOBER 19, 1983, IN BOOK 274 OF MAPS, PAGE 1, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHEAST LINE OF SAID LOT 3 SOUTH 53° 04' 05" WEST, 226.00 FEET; THENCE SOUTH 61° 03' 07" WEST, 91.39 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE FROM SAID POINT OF BEGINNING SOUTH 61° 03' 07" WEST, 285.71 FEET; THENCE NORTH 67° 29' 47" WEST, 57.91 FEET; THENCE NORTH 15° 56' 18" WEST, 117.83 FEET TO A POINT ON A CURVE AND BEING ON THE SOUTH RIGHT OF WAY LINE OF DOUGLAS DRIVE; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE AND BEING A NONTANGENT CURVE TO THE RIGHT FROM WHICH THE CENTER BEARS SOUTH 67° 00' 24° EAST HAVING A RADIUS OF 160.00 FEET, THROUGH A CENTRAL ANGLE OF 34° 22' 48", AN ARC LENGTH OF 96.01 FEET; THENCE TANGENT TO THE LAST CURVE NORTH 57° 22' 25" EAST, 192.51 FEET; THENCE NORTH 54° 10' 20" EAST, 14.05 FEET; THENCE LEAVING SAID SOUTH LINE OF DOUGLAS DRIVE SOUTH 24° 41' 00" EAST, 89.31 FEET; THENCE SOUTH 36° 55' 55" EAST, 134.03 FEET TO THE POINT OF BEGINNING.

#### **EXCEPTING THEREFROM:**

#### THAT PORTION OF SAID LOT 3 DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF DOUGLAS DRIVE AT THE NORTHWEST CORNER OF LOT 3; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 3, SOUTH 15° 56' 18" EAST, 117.84 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE ALONG THE SOUTHWEST LINE OF SAID LOT 3, SOUTH 67° 29' 47" EAST, 14.00 FEET; THENCE NORTH 29° 43' 13" WEST, 46.01 FEET; THENCE SOUTH 15° 56' 18" EAST, 35.98 FEET TO THE ACTUAL POINT OF BEGINNING.

#### PARCEL TWO:

A PORTION OF PARCEL A OF THE AMENDED MAP OF SUBDIVISION 6265, FILED OCTOBER 19, 1983, IN BOOK 274 OF MAPS PAGE 1, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE EAST LINE OF DOUGLAS DRIVE AT THE NORTHWEST CORNER OF LOT 3 OF THE AMENDED MAP OF SUBDIVISION 6265, BOOK 274 OF MAPS, PAGE 1; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 3, SOUTH  $15^{\circ}$  56' 18" EAST, 81.86 FEET; THENCE LEAVING SAID WEST THE NORTH  $29^{\circ}$  43' 13" WEST, 36.99 FEET; THENCE NORTH  $5^{\circ}$  04' 43" WEST, 46,77 FEET TO THE POINT OF

APN: 376210045

#### **Health Services Administration**

## 597 Center Avenue, Martinez California

Real property in the City of Martinez, County of Contra Costa, State of California, described as follows:

#### PARCEL ONE:

PARCEL "C", MAP OF SUBDIVISION MS 551-85, FILED AUGUST 15, 1985, BOOK 117 OF PARCEL MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, AS AMENDED BY THAT CERTAIN CERTIFICATE OF CORRECTION RECORDED MARCH 17, 1986, BOOK 12786, PAGE 468, OFFICIAL RECORDS.

#### PARCEL TWO:

RIGHT OF WAY CREATED IN REFERENCE TO PARCEL ONE ABOVE IN THE DEED FROM DUFFEL FINANCIAL AND CONSTRUCTION COMPANY TO CALIFORNIA COUNTIES LEASE FINANCING AUTHORITY, DATED SEPTEMBER 29, 1989 AND RECORDED OCTOBER 02, 1989, BOOK 15385, PAGE 560, OFFICIAL RECORDS, AS FOLLOWS:

AN EASEMENT (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR PRIVATE ACCESS AND PARKING OVER THAT PORTION OF PARCEL "B", MAP OF SUBDIVISION MS 551-85, FILED AUGUST 15, 1985, BOOK 117 OF PARCEL MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, LYING WITHIN THE AREA DESIGNATED AS "PRIVATE ACCESS AND PARKING EASEMENT" ON SAID PARCEL MAP.

# PARCEL THREE:

ALL RIGHT, TITLE AND INTEREST, INCLUDING EASEMENTS, APPURTENANT TO PARCEL ONE ABOVE CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MUIRWOOD MARTINEZ COMPLEX, DATED OCTOBER 09, 1985 AND RECORDED JUNE 19, 1986, BOOK 12949, PAGE 20, OFFICIAL RECORDS (THE "DECLARATION") IN AND TO THOSE PORTIONS OF THE COMMON AREA (AS DEFINED IN THE DECLARATION) LOCATED ON PARCELS "A" AND "B" (117 PM 36).

APN: 162-493-014-3

# **EXHIBIT B**

# **Lease Terms**

Facility	Term	Maximum Extension
Summit Center	6/1/2032	6/1/2042
Contra Costa County District Attorney's Office	6/1/2032	6/1/2042
Department of Conservation and Development	6/1/2032	6/1/2042
Employment and Human Services Department	6/1/2032	6/1/2042
Health Services Administration	6/1/2032	6/1/2042

# CERTIFICATE OF ACCEPTANCE (Government Code Section 27281)

This is to certify that the interest in real property conveyed by the foregoing Site Lease from the County of Contra Costa Public Financing Authority to the County of Contra Costa, a political subdivision of the State of California (the "County"), is hereby accepted by order of the undersigned officer on behalf of the Authority on May 23, 2017, pursuant to authority conferred by Resolution No. 2017/[\_] of the Authority adopted on May 23, 2017, and the Authority consents to recordation thereof by its duly authorized officer.

	COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY, as Lessee	
	By:	
	Federal D. Glover	
	Chair of the Board of Directors	
Attest:		
_		
By:		
Lisa Driscoll		
Deputy Executive Director and Assistant		
Secretary of the Board of Directors		

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CA	ALIFORNIA	
COUNTY OF	CONTRA COSTA	
	, 2017, before me,	
Notary Public,	, personally appeared	
	me on the basis of satisfactory evidence to be the person(s) the within instrument and acknowledged to me that he/she/th	
in his/her/their	authorized capacity(ies), and that by his/her/their signature or the entity upon behalf of which the person(s) acted, executive	e(s) on the instrument
•	r PENALTY OF PERJURY under the laws of the State of graph is true and correct.	of California that the
WITNESS my	name and official seal.	
[Affix seal here	e]	
	Signature of Notary Pu	blic