

**LEASE**

**FIRE PROTECTION DISTRICT  
4005 PORT CHICAGO HIGHWAY, SUITE 250  
CONCORD, CALIFORNIA**

This lease is dated July 11, 2017, and is between SEECON FINANCIAL & CONSTRUCTION CO., INC., a California corporation (“**Lessor**”) and the CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT, a fire protection district under the laws of the State of California (“**District**”).

**Recitals**

- A. Lessor is the owner of that certain real property located at 4005 Port Chicago Highway, Concord, California, as more fully described in Exhibit A (the “**Real Property**”). The property is improved with a two-story office building commonly known as North Point Technology Center I (the “**Building**”).
- B. Lessor desires to lease to District and District desires to lease from Lessor a portion of the Building consisting of approximately 19,704 square feet of floor space known as Suite 250 (the “**Premises**”), as shown in the floor plan attached as Exhibit B, along with the non-exclusive use of forty-nine (49) parking stalls and exclusive use of approximately twenty-six (26) parking stalls. The location of the approximately twenty-six (26) exclusive-use parking stalls is shown in Exhibit C.
- C. Simultaneous with the execution of this lease, Lessor and District are entering into a work letter that sets forth how tenant improvements in the Premises are to be constructed, who will undertake the construction of the tenant improvements, who will pay for the construction of the tenant improvements, and the time schedule for completion of the construction of the tenant improvements (the “**Work Letter**”). The Work Letter is a part 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, Lessor hereby leases to District and District hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at District’s election, Renewal Terms, each as defined below.

- a. Initial Term. The “**Initial Term**” is five years, which begins on the Commencement Date, as defined in the Work Letter.
  - b. Renewal Terms. District has two options to renew this lease for a term of thirty months for each option (each, a “**Renewal Term**”) upon all the terms and conditions set forth herein; provided (i) District is not in default beyond any applicable cure period as of the beginning date of the Renewal Term, and (ii) District is not in default on the day a Renewal Notice, as defined below, is given.
    - i. Not less than one hundred eighty (180) days prior to the end of the Term, District shall deliver a written notice to Lessor informing Lessor of District’s election to renew the lease (a “**Renewal Notice**”); provided, however, if District fails to deliver such notice, its right to renew the Lease will not expire until fifteen working days after District’s receipt of Lessor’s written demand that District 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.
3. Rent. District 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 Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

<u>Months</u>	<u>Monthly Rent</u>
1-12	\$42,372
12-24	\$43,555
25-36	\$44,934
37-48	\$46,314
49-60	\$47,693

b. Renewal Term.

i. First Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
61-72	\$49,073
73-84	\$50,545
85-90	\$52,061

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ii. Second Renewal Term.

<u>Months</u>	<u>Monthly Rent</u>
91-96	\$52,061
97-108	\$53,623
109-120	\$55,232

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.

- c. Lessee shall mail all payments payable to Seecon Financial & Construction Co., Inc., c/o Sierra Pacific Properties, Inc., 1800 Willow Pass Court, Concord, CA 94520, or such other address provided in writing by Lessor.
4. Use. District may use the Premises for the purpose of conducting various office use functions of District.
5. Full Service Lease. Subject to Section 6 – Maintenance and Repairs, this is a full service lease. Lessor shall pay all of the Building's operating costs, including, but not limited to, all maintenance and repairs, real estate taxes, and building insurance. Lessor shall pay for all utilities, including but not limited to, gas and electric service, water, and sewer. In addition, Lessor shall pay for all pest control, janitorial and refuse collection services provided to the Premises.
6. Maintenance and Repairs.
- a. Janitorial Services. Janitorial services are to be provided to the Premises Monday through Friday, with the exception of generally recognized holidays. Minimum janitorial services to be provided by Lessor are set forth on Exhibit D. If District requires janitorial services not included on Exhibit D hereto, the District is responsible for the cost of such services.
- b. 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, used in the Premises.
- c. Fire Extinguishers; Smoke Detectors; Strobe Alarms. At no cost to the District, Lessor shall provide fire extinguishers, smoke detectors, and strobe alarms in the Premises as required by current laws, regulations, and the Fire Marshall. Lessor shall maintain, repair and replace the fire extinguishers, smoke detectors, and strobe alarms as needed.
- d. Interior of Premises. District shall keep and maintain the interior of the Premises in good order, condition and repair. Lessor, at its own expense, without right of

reimbursement, shall repair any damage to the interior caused by Lessor's failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks, window leaks, and/or interior and exterior wall leaks. District shall maintain all locks and key systems used in the Premises. The District may install and maintain an interior alarm system, if deemed necessary by the District.

- e. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
  - f. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. If the District requires the use of the heating, ventilating, and air-conditioning ("**HVAC**") systems outside their normal operating hours, the District is responsible for the cost of the HVAC incurred by such use. Normal operating hours are Monday through Friday between the hours of 7:00 am and 7:00 pm, excluding District holidays
  - g. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the parking lot, exterior lighting system, and landscaping in good order, condition and repair.
  - h. Services by Lessor. If District determines that the Premises are in need of maintenance, construction, remodeling or similar service that is beyond Lessor's responsibilities under this lease, at District's request, Lessor shall perform such service at District's expense. In performing the service, Lessor shall consult with District and use either licensed insured contractors or employees of Lessor. Lessor shall obtain District's prior written approval of the scope, terms, and cost of any contracts. District may, by giving Lessor thirty (30) days prior written notice, change the level of service, terminate any or all service.
7. Interior Maintenance. District shall maintain all locks and key systems used in the Premises. The District may install and maintain an interior alarm system, if deemed necessary by the District.
8. Maintenance – Building Operating Systems. At no cost to District, Lessor shall repair and maintain the electrical, lighting, water and plumbing systems, and HVAC systems (together, such systems and equipment are the "**Operating Systems**") in good order, condition and repair. Lessor shall obtain and maintain all permits related to the Operating Systems.

If one or more Operating Systems fail, District Fire Chief, or his or her designee (the "**District Representative**"), will notify Lessor of such failure and Lessor shall use commercially reasonable efforts to correct the problem. The District Representative's notice of an Operating System failure shall be delivered to Lessor by both telephone and email as follows:

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Contact: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: Meredith Murphy  
Phone Number: (925) 288-9982  
Email Address: meredith.murphy@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Douglas Messner  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6200  
Email Address: dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Kurt Hysen  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6246  
Email Address: kurt.hysen@spprop.com

If Lessor fails to respond within twenty-four hours and fails to use reasonable efforts to pursue the repair of the problem within seventy-two hours after the District Representative's notice, District may attempt to correct the problem. Lessor shall reimburse District for any out-of-pocket costs actually incurred by District in repairing, or attempting to repair, an Operating System upon receipt of District's invoice.

9. Quiet Enjoyment. Provided District is in compliance with the material terms of this lease, Lessor shall warrant and defend District in the quiet enjoyment and possession of the Premises during the Term.
10. Intentionally Deleted.
11. Intentionally Deleted.
12. Alterations; Fixtures and Signs. District may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("**District Fixtures**") in or upon the Premises which do not affect the Building systems. The District may erect exterior building signage in and or upon the Premises that identifies the District as a tenant of the Building subject to Lessor approval, not to be unreasonably withheld, and District's obtaining all governmental approvals. The sign is to be situated facing Port Chicago Highway in a location, size, color, copy nature, and display quality that is mutually acceptable to Lessor and the District. Any District Fixtures will remain the property of District and may be removed from the Premises by District at any time during the Term. District is responsible for the cost of all alterations and District Fixtures. All

alterations and District Fixtures are subject to Lessor's approval and must comply with existing code requirements. The District is responsible for obtaining any necessary approvals from the City of Concord. Any District Fixtures will remain the property of the District and may be removed from the Premises by the District at any time during the Term, but in any event will be removed at the expiration of the Term and any damage repaired.

13. Prior Possession. During the construction of the Tenant Improvements and prior to the Commencement Date, District has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for District's occupancy and to store furniture, supplies and equipment, provided such work and storage can be effected without unduly interfering with Lessor's completion of any tenant improvements, final building inspection, or receipt of an occupancy permit. Such work and storage do not constitute occupancy of the Premises.
14. Insurance.
  - a. Liability Insurance - District. Throughout the Term, District 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. District'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. District shall provide Lessor with a letter of self-insurance affirming the existence of the self-insurance program.
  - b. Liability Insurance - Lessor. Throughout the Term, Lessor shall maintain in full force and effect, at its sole expense, commercial general liability insurance, with limits of not less than \$2,000,000 per occurrence. Lessor shall provide District with a copy of its certificate of insurance affirming the existence of such insurance.
  - c. Property Insurance. Lessor shall insure the Building, any improvements and betterments, its own contents and its personal property contained within or on the Building under a standard all-risk policy. Lessor shall provide District with a copy of its certificate of insurance affirming the existence of such insurance. District shall provide insurance for the Premises, any improvements and betterments, its own contents, and its personal property contained within or on the Premises under a standard all-risk policy. Lessor has no interest in the insurance proceeds related to District's Improvements, equipment or fixtures and will sign all documents necessary or proper in connection with the settlement of any claim or loss by District.
15. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, District shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except District 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. District 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.

16. Waste, Nuisance. District 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.
17. Inspection. Lessor, or its proper representative, agents, employees, designated representatives or contractor, may enter the Premises at any time in the case of an emergency, and otherwise by reasonable 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) District is in compliance with the terms and conditions of this lease.
18. Perilous Conditions. If the District Fire Chief becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of District employees and/or invitees (a “**Perilous Condition**”), the District Fire Chief, 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. The District Representative’s notice of a Perilous Condition shall be delivered to Lessor by telephone or email as follows:

Contact: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: Meredith Murphy  
1401 Willow Pass Road, Suite 860  
Concord, CA 94520  
Phone Number: (925) 288-9982  
Email Address: meredith.murphy@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Douglas Messner  
Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6200  
Email Address: dmessner@spprop.com

And: Seecon Financial & Construction Co., Inc.  
Attn: Kurt Hysen  
c/o Sierra Pacific Properties, Inc.  
1800 Willow Pass Court  
Concord, CA 94520  
Phone Number: (925) 609-6246  
Email Address: kurt.hysen@spprop.com

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

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

19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within one hundred twenty (120) 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 District 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 the District and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in one hundred twenty (120) days, District 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 Premises or the Building.

20. Hazardous Material. Lessor warrants to District 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 District harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Building, Real Property, or Premises by or at the request of District, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that District 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 Building, Real Property, or Premises by District 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.



21. Indemnification.

- a. District. District shall defend, indemnify and hold Lessor and Lessor's officers, directors, shareholders, affiliates, employees and agents 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 or employees in using the Premises pursuant to this lease, or the District's performance under this lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of the Building 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 District 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 (i) the negligent acts, errors, or omissions of District, its officers, agents, or employees, and/or (ii) the unauthorized or criminal entry of third parties into the Premises, Building, or Real Property regardless of any breakdown, malfunction, or insufficiency of the security measures, practices or equipment provided by Lessor.

22. Default.

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

- a. District.
  - i. District's failure to pay Rent within ten business days after receipt of a written notice of failure (a "**Notice**") from Lessor to District; provided, however, that District will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the District's Board of Supervisors to adopt a budget. In no event may such additional time exceed sixty (60) days from receipt of a Notice.
  - ii. District'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 District 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 District'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 District commences curing such default within thirty days and thereafter diligently proceeds to cure such default.

b. Lessor.

- i. Lessor's failure to complete the Tenant Improvements accordance with the Construction Schedule attached to the Work Letter.
- ii. 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 District 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, provided Lessor commences curing such breach within thirty days and thereafter diligently proceeds to cure such breach.

23. Remedies.

- a. Lessor. Upon the occurrence of a default by District, Lessor may in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. District. Upon the occurrence of a default by Lessor, District may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to District or (ii) proceed to repair or correct the failure and, at District'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.
  - i. Termination under this section is effective on the date the notice is deemed effective in accordance with Section 24 – Notices.
  - ii. If the District elects to complete the Tenant Improvements or repair or correct any other Lessor default, the District may, at its sole discretion, elect to either deduct the cost thereof from Rent due to Lessor, or invoice Lessor for the cost of repair, which invoice Lessor shall pay in full promptly upon receipt.

24. Notices. Except as provided in Section 8 - Maintenance – Building Operating Systems, and Section 18 – Perilous Conditions, any notice required or permitted under this lease shall be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: Seecon Financial & Construction Co., Inc.  
c/o Sierra Pacific Properties, Inc.  
Attn: President  
1800 Willow Pass Court  
Concord, CA 94520

With copy to: Seecon Financial & Construction Co., Inc.  
Attn: Legal  
4021 Port Chicago Highway  
Concord, CA 94520

To District: Contra Costa County  
Fire Protection District  
Attn: Fire Chief  
2010 Geary Road  
Pleasant Hill, CA 94523

With copy to: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
255 Glacier Drive  
Martinez, CA 94553

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) the next business day, if sent by overnight courier, or (ii) three days after being deposited in the United States Postal system.

25. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
26. Holding Over. Any holding over after the Term of this lease is a tenancy from month to month, terminable upon thirty (30) days' notice given at any time, and is subject to the terms of this lease. During such holding over, District shall pay, in advance, Rent equal to one hundred twenty-five percent (125%) of the current Rent at the time of expiration of the Lease. Holding over shall not constitute an extension of the lease.
27. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
28. Governing Law. The laws of the State of California govern all matters arising out of this lease.

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29. 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.
30. Force Majeure. Whenever a day is appointed under this lease on which, or a period of time is appointed within which, either party to this lease is required to do or complete any act, matter or thing, other than the payment of money on or after the Commencement Date, the time for doing or completing the act, matter or thing will be extended by a period of time equal to the number of days that the party required to act is prevented from doing or completing the act, matter or thing (or its ability to do or complete the act, matter or thing, is unreasonably interfered with) because of strikes, lock-outs, embargoes, unavailability of labor, materials or utilities, wars, insurrections, rebellions, civil disorder, declaration of national emergencies, terrorist attacks, acts of God, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, nothing contained in this section excuses District from the prompt payment of any Rent or other charge required of District under this lease; and furthermore provided nothing contained in this section affects District's right to address Perilous Conditions as described in Section 18 – Perilous Conditions, or District's right to correct problems as described in Section 8 – Maintenance – Building Operating Systems.
31. Estoppel Certificate. Within twenty (20) days after a written request from Lessor, District's Director of General Services or his designee shall execute and deliver to Lessor a written statement certifying: (a) that this lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Rent and the date to which Rent and additional rent, if any, have been paid in advance; and (c) that Lessor is not in default under this lease or, if Lessor is claimed to be in default, stating the nature of any claimed default. A purchaser, assignee or lender may rely upon such statement.
32. Liens. District shall keep the Premises, the Building, the common areas and the Real Property free from any liens arising out of the work performed, materials furnished, or obligations incurred by District or District's parties. District further covenants and agrees that should any mechanic's lien be filed against the Premises, the Building, the common areas or the Real Property for work claimed to have been done for, or materials claimed to have been furnished to the District, said lien will be discharged by District, by bond or otherwise, within thirty (30) days after the filing thereof, at the cost and expense of District.
33. Interest on Past Due Obligations. Except as otherwise expressly provided in this lease, any amount due from District to Lessor under this lease that is not paid when due will bear interest at the rate of five percent (5%) per annum from the date due until the date paid. This section does not alter the terms and conditions set forth in Section 22 – Default.

34. Sale or Transfer by Lessor. In the event of any transfer or transfers of Lessor's interest in the Premises, other than a transfer for security purposes only, the transferor shall automatically be relieved of any and all obligations and liabilities on the part of the transferor accruing from and after the date of such transfer; provided, however, that any funds in the hands of Lessor in which District has an interest, at the time of such transfer, shall be turned over to the transferee and upon such transfer, Lessor shall be discharged from any further liability with reference to such funds.
35. Lessor Covenants and Obligations. Other than the covenants and obligations of Lessor set forth in Section 21 – Indemnification, which shall survive the termination or assignment of this lease, the covenants and obligations of Lessor contained in this lease are binding upon Lessor, its successors and assigns only during their respective periods of ownership. District agrees to look solely to Lessor's interest in the Building and Real Property (or the proceeds thereof) for the satisfaction of any remedy of District, for the collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder. No other property or assets of Lessor may be subject to levy, execution, or other enforcement procedure for the satisfaction of District's remedies under or with respect to this lease, or District's use or occupancy of the Premises.
36. Miscellaneous.
- a. District hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service, safety patrol or other security measures, and that Lessor has no obligation whatsoever to provide the same. District assumes all responsibility for the protection of District, its agents, employees, and invitees from acts of third parties.
  - b. To Lessor's actual knowledge, neither the common area of the Building nor the Premises have undergone inspection by a Certified Access Specialist (CASp). The foregoing disclosure does not affect Lessor's or District's respective responsibilities for compliance of construction-related accessibility standards as provided under this lease. A CASp can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Premises, Lessor may not prohibit District from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of District, if requested by District. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
37. Real Estate Commission. In negotiating this lease, Lessor is represented by Transwestern ("Transwestern") and District is represented by Contra Costa County-Public Works (County). Lessor shall pay a real estate commission to Transwestern pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is

entitled to a real estate commission when it represents District. The County warrants to Lessor that County's contact with Lessor in connection with this lease has been directly with Transwestern.

Lessor shall pay to County a real estate commission equal to two and one-half percent (2.5%) of the rent payable during the Initial Term in the amount of Fifty-Four Thousand Six Hundred Seventy-Eight and 60/100 Dollars (\$54,678.60) (the "**County Commission**"). Lessor shall pay one-half of the County Commission upon the execution of this lease and the remainder on the Commencement Date.

Lessor warrants that no other broker or finder, other than Transwestern and the County, can properly claim a right to a leasing commission or a finder's fee based upon contacts with the County with respect to the Premises. Lessor and County shall indemnify, defend, protect and hold each other harmless from and against any loss, cost or expense, including, but not limited to, attorneys' fees and costs, or the payment of a real estate commission to any party, other than Transwestern and County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Premises and this lease.

38. Lessor's Representation and Warranties. Lessor represents and warrants to the District that Lessor is the owner of the Building and that the Building is presently zoned to permit its use for the purposes contemplated by this lease. In addition, Lessor represents and warrants that the individuals signing this lease on behalf of Lessor are authorized to do so.

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39. Entire Agreement; Construction; Modification. This lease, the Work Letter, the exhibits, and any rider or addendum attached hereto or thereto that is properly executed by both parties, constitute the entire agreement between the parties hereto with respect to the subject matter hereof. 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. The headings of the paragraphs and pages are for convenience only and are not a part of this lease, nor may they be considered in construing the intent of this lease. This lease is not to be construed as if it had been prepared by one of the parties, but rather as if both parties prepared it. This lease may be modified only by a writing signed by both parties.

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

CONTRA COSTA COUNTY FIRE  
PROTECTION DISTRICT, a fire protection  
district under the laws of the State of California

By: \_\_\_\_\_  
Jeff Carman  
District Fire Chief

SEECOM FINANCIAL &  
CONSTRUCTION CO., INC., a  
California corporation

By: \_\_\_\_\_  
Douglas W. Messner  
Vice President

RECOMMENDED FOR APPROVAL:

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

By: \_\_\_\_\_  
Albert D. Seeno, Jr.  
President

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

APPROVED AS TO FORM:  
SHARON L. ANDERSON, COUNTY  
COUNSEL

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

**EXHIBIT A  
REAL PROPERTY  
NORTH POINTE TECHNOLOGY CENTRE I**

Description of Property located in the City of Concord, County of Contra Costa, State of California, to wit:

**PARCEL ONE:**

Parcel A, as shown on the Map entitled "Parcel Map Subdivision MSC -401-00", City of Concord, Contra Costa County, California, which Map was filed in the Office of the Recorder of the County of Contra Costa, on May 9, 2000 in Book 178 of Parcel Maps at Page(s) 33.

**RESERVING THEREFROM:**

A non-exclusive easement for reciprocal parking over the area described as "Reciprocal Parking Area". Said easement is appurtenant to and for the benefit of Parcel B as shown on the above referenced Map.

**EXCEPTING THEREFROM:**

All oil, gas, other hydrocarbon substances, minerals and naturally created hot water and steam in and under said real property and lying below a point which is 500 feet below the surface of the ground; provided, however that any exploration for or removal of any such oil, gas, other hydrocarbon substances, minerals and naturally created hot water and steam shall be by means of slant drilling or tunneling from lands adjacent to said real property or other methods not requiring operation on the surface of said real property and shall be performed so as not to endanger said surface or any structure which shall be erected or construction thereon, as reserved in the Deed from Standard Pacific Gas Line Incorporated, recorded August 20, 1986, in Book 13070, OR, Page 501.

**ALSO EXCEPTING THEREFROM:**

That portion thereof described in the Offer of Dedication to the City of Concord, recorded December 27, 1989, in Book 15564, OR, Page 136.

4005 Port Chicago Highway  
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**PARCEL TWO:**

A non-exclusive easement for the benefit of Parcel One for private storm drainage "P.S.D.E." over Parcel B, as shown on the above referenced Map, being the area designated as "C/L 10' P.S.D.E."

**PARCEL THREE:**

A non-exclusive easement for the benefit of Parcel One for private irrigation water line "P.I.W.L.E." over Parcel B, as shown on the above referenced Map, being the area designated as "5' Private Irrigation Water Line Easement P.I.W.L.E."

**PARCEL FOUR: INTENTIONALLY DELETED**

**PARCEL FIVE:**

Portion of Lot 6, Map of Government or Gwin Ranch, filed November 8, 1884, Map Book D, Page 87, Contra Costa County Records being Parcel A, as described in the Lot Line Adjustment recorded March 23, 2001 as Instrument No. 200169746 of Official Records, described as follows:



Being all of that certain 1.553 acre parcel and a portion of that certain 2.593 acre parcel of land as said parcels are shown and so designated on Record of Survey RS 2232 filed in Book 110 of Licensed Surveyors Maps, Page 47, Contra Costa County Records, described as follows:

Beginning at the most northwesterly corner of said 2.593 acre parcel, said corner lying on the southerly right of way of Bates Avenue 72.00 feet wide; thence from said point of beginning along said southerly right of way and the westerly right of way of Port Chicago Highway as shown on said Record of Survey (110 LSM 47) the following courses: North 80° 34' 08" East, 296.47 feet, along the arc of a tangent 40.00 foot radius curve to the right through a central angle of 74° 32' 09" an arc distance of 52.04 feet, South 24° 53' 43" East, 124.49 feet, and South 20° 03' 52" East 122.90 feet to the southern line of said 1.553 acre parcel; thence along said southern line South 80° 34' 08" West, 254.74 feet to the eastern line of said 2.593 acre parcel; thence leaving said southern line South 80° 05' 15" West, 56.71 feet; thence South 80° 34' 08" West, 237.11 feet to the West line of said 2.593 acre parcel; thence along the boundary of said 2.593 acre parcel the following courses: North 19° 58' 08" West 73.41 feet, North 80° 34' 08" East 208.00 feet, and North 19° 58' 08" West, 201.81 feet to the point of beginning.

EXCEPTING THEREFROM:

Rights excepted and reserved in the Deed from Sacramento Northern Railway, recorded April 5, 1962, in Book 4091, Official Records, Page 534, as follows:

"All the oil, gas and minerals in or under the surface of said land, and all the rights of ownership therein and reserves to itself, its successors and assigns, the right and license of exploring, developing, mining or operating for, and extracting or removing, any or all of said products in or under said land, by slant drilling from beyond the external boundaries of said land."

ALSO EXCEPTING THEREFROM:

Mineral rights reserved in the Deed from Lawrence C. McDaniel, et al, recorded May 1, 1967, in Book 5358, Official Records, Page 548, as follows:

"1/2 of all oil, gas, asphaltum, and other hydrocarbons and all chemical gas, now or hereafter found, situated or located in all or any part or portion of the lands herein described lying more than five hundred feet (500') below the surface thereof, together with the right to slant drill for and remove all or any of said oil, gas, casinghead gas, asphaltum and other hydrocarbons and all chemical gas lying below a depth of more than five hundred feet below the surface thereof, but without any right whatsoever to enter upon the surface of said land or upon any part of said lands within five hundred feet (500') vertical distance below the surface thereof."

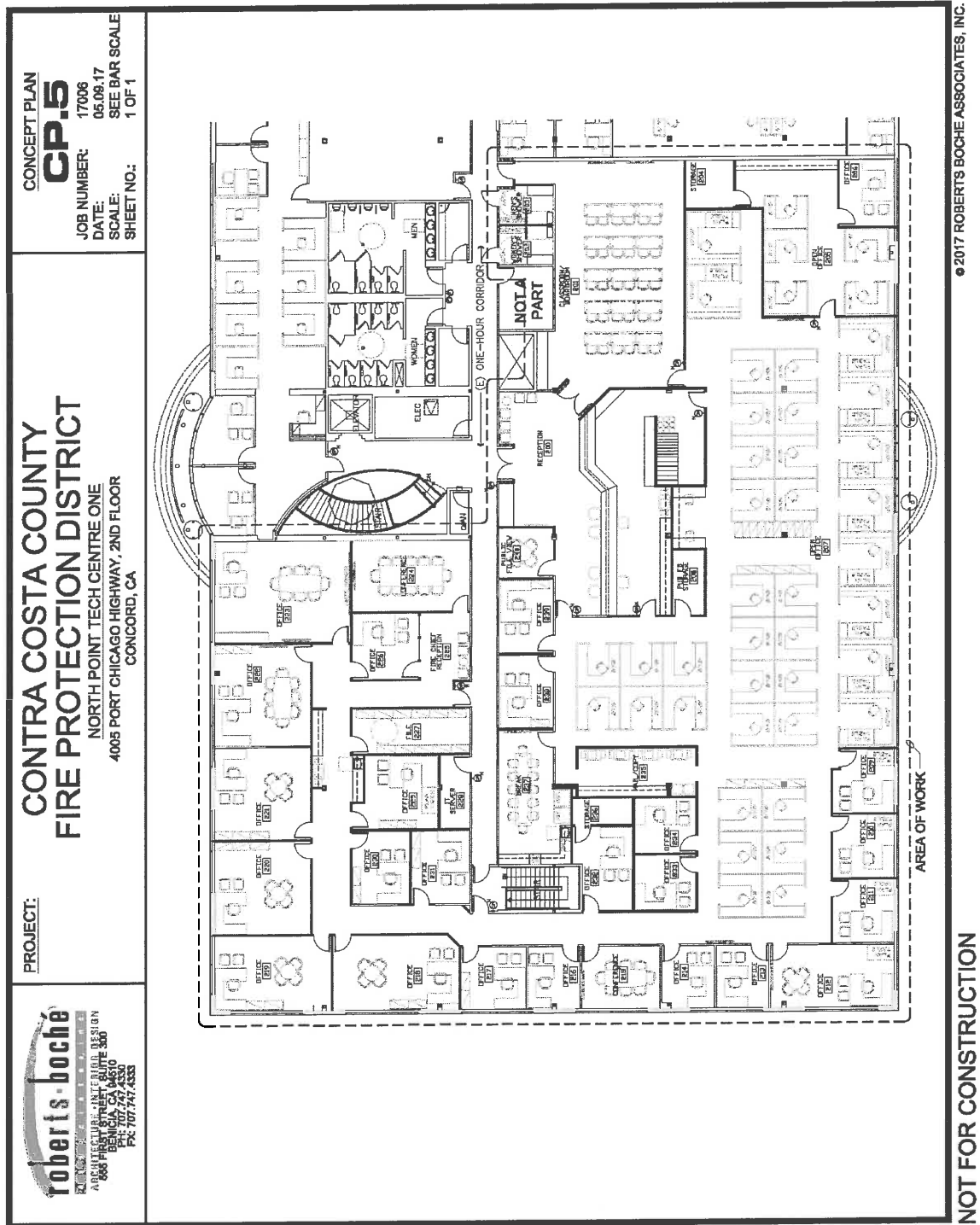
FURTHER EXCEPTING THEREFROM:

The rights reserved in the Deed from American Savings and Loan Association, to Albert D. Seeno Construction Co., recorded May 13, 1988, in Book 14330, Official Records, Page 512, as follows:

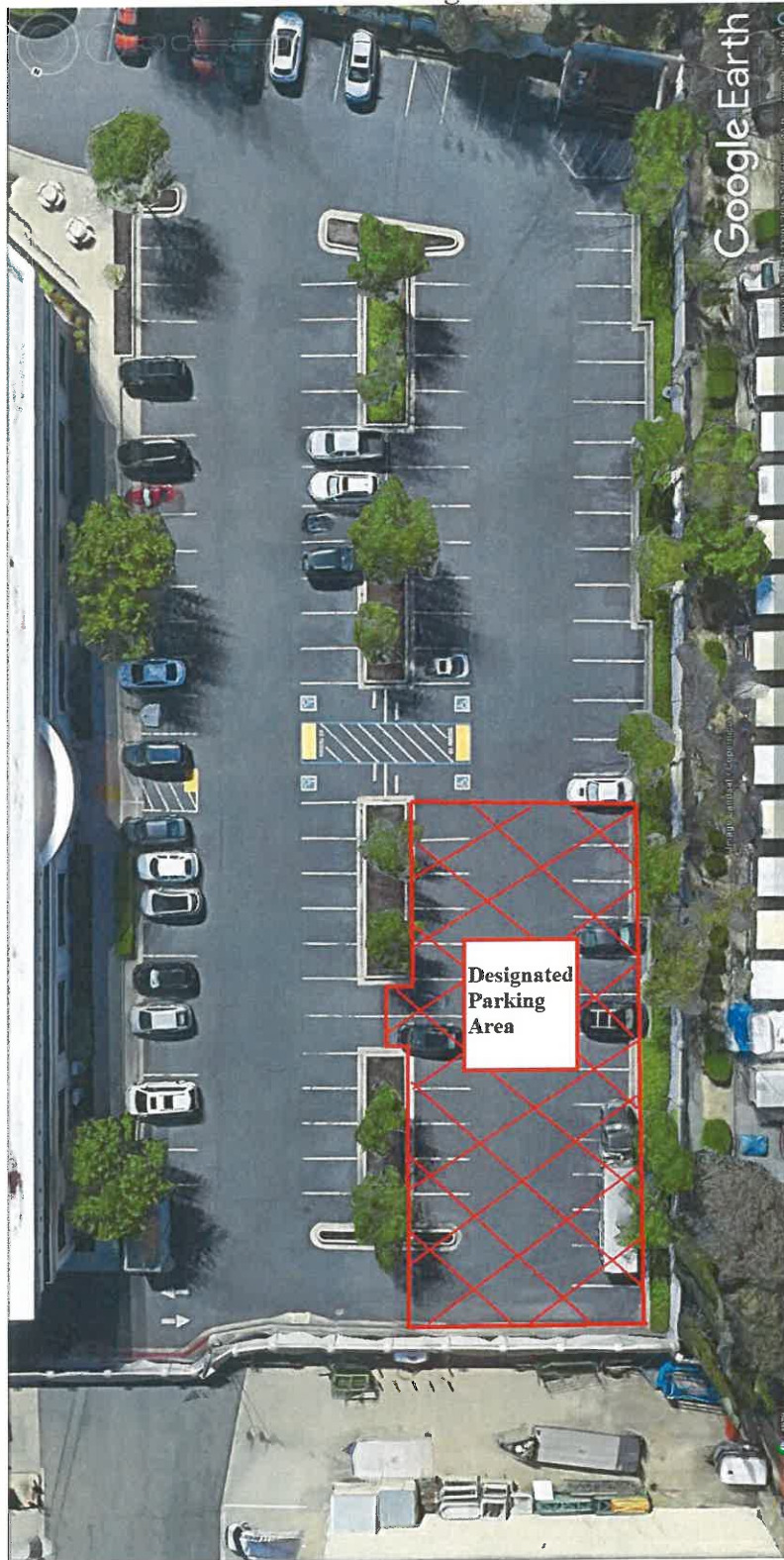
SAVING AND EXCEPTING all mineral, oil, gas and other hydrocarbon rights below depth of 500 feet, without right of surface entry.

4071 Port Chicago Highway  
APN: 159-050-060.

# EXHIBIT B Premises Floor Plan



**EXHIBIT C**  
**Parking**



## **EXHIBIT D JANITORIAL SPECIFICATIONS**

### **CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT**

#### **DAILY SERVICES**

1. Dust all desk tops, low file cabinet tops, lamps, and other furniture surfaces.
2. Empty all trash containers throughout the Premises, and replace trash container liners as necessary.
3. Vacuum or spot-vacuum carpets as necessary around entry, doors and heavy traffic areas. Spot-clean carpets as needed.
4. Remove spots and finger marks from glass on entry doors.
5. Replace burned out tubes and light bulbs.

#### **WEEKLY SERVICES**

1. Vacuum all carpets thoroughly throughout the Premises.
2. Dust counter tops, cabinets, tables, low-wall partitions, window sills, and telephones. Remove cobwebs.
3. Dust building completely, including mini blinds, if any, and window coverings.
4. Mop all vinyl floor areas weekly and strip, wax and buff when necessary.
5. Clean entry doors and all door hardware.

#### **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 JUNE**

1. Shampoo all carpets.

#### **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**

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