

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

NIXON PEABODY LLP
300 South Grand Avenue, Suite 4100
Los Angeles, California 90071
Attention: Jade Turner-Bond, 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 and Refunding)
2021 Series A (Capital Projects) and 2021 Series B (Refunding)

Dated as of _____ 1, 2021

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

TABLE OF CONTENTS

	Page
SECTION 1.	Lease of Facilities 2
SECTION 2.	Term 2
SECTION 3.	Rental 2
SECTION 4.	Purpose..... 2
SECTION 5.	Environmental Law and Regulations 3
SECTION 6.	Environmental Compliance..... 4
SECTION 7.	Owner in Fee 5
SECTION 8.	Assignments and Subleases 6
SECTION 9.	Right of Entry; Easements 6
SECTION 10.	Termination..... 6
SECTION 11.	Default..... 6
SECTION 12.	Quiet Enjoyment; Liens 7
SECTION 13.	Waiver of Personal Liability 7
SECTION 14.	Taxes 7
SECTION 15.	Eminent Domain 8
SECTION 16.	Further Assurances..... 8
SECTION 17.	Nondiscrimination..... 8
SECTION 18.	Partial Invalidity..... 8
SECTION 19.	Notices 9
SECTION 20.	Section Headings..... 9
SECTION 21.	Amendment..... 9
SECTION 22.	Definitions..... 9
SECTION 23.	Termination of Prior Leases..... 9
SECTION 24.	Execution 9
EXHIBIT A	Description of Facilities A-1
EXHIBIT B	Lease Terms B-1

SITE LEASE

This Site Lease, dated as of _____ 1, 2021 (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;

W I T N E S S E T H:

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

WHEREAS, the Authority has agreed to issue \$[_____] principal amount of its Lease Revenue Bonds (Capital Projects and Refunding), 2021 Series A (Capital Project) and 2021 Series B (Refunding) (the "Bonds"), pursuant to a Trust Agreement, dated as of _____ 1, 2021 (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 and refinancing certain capital improvements for the County (the "Capital Projects") refunding the Refunded Bonds which were issued to finance certain capital improvements for the County and paying certain costs of issuance with respect to the issuance of the Bonds;

WHEREAS, concurrently with the execution of this Site Lease, the Authority and the County are entering into a Facilities Lease (the "Facilities Lease"), dated as of _____ 1, 2021 (which is recorded concurrently herewith), whereby the Authority will lease certain real property to the County, together with improvements thereon (referred to herein as the "Facilities"); and

WHEREAS, concurrently with the execution of this Site Lease, the Authority, the County and Wells Fargo Bank, N.A., as trustee (the "Trustee"), are entering into a Trust Agreement, dated as of _____ 1, 2021 (the "Trust Agreement");

WHEREAS, the Bonds will be secured by the payments to be made by the County pursuant to the Facilities Lease;

WHEREAS, the County is authorized by law to lease the Facilities and the Facilities are necessary and proper for public purposes; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease;

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

SECTION 1. Lease of Facilities

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 _____, 2021 and shall end on the respective dates identified in Exhibit B hereto, as applicable to the related Facilities, 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 Facilities and all other amounts then due under the Facilities Lease with respect to such Facilities shall not be fully paid, or if the rental or other amounts payable under the Facilities Lease with respect to such Facilities shall have been abated at any time and for any reason, then the term of this Site Lease with respect to such Facilities shall be extended until ten (10) days after the Base Rental Payments and Additional Payments attributable to such Facilities and all other amounts then due under the Facilities Lease with respect to such Facilities, shall be fully paid except that the term of this Site Lease as to the respective Facilities 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 Facilities 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 as set forth in the Trust Agreement and applied along with other proceeds of the Bonds to finance the Capital Projects and refund the Refunded Bonds.

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. Environmental Law and Regulations

(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 (riebeckite); (c) amosite (cummington-itegrinerite); (d) anthophyllite; (e) tremolite; and (f) actinolite.

“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

(a) 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).

(c) 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, the Trustee and the Bondholders harmless from any loss, cost or damages resulting from any breach by the County of the covenants contained in this Section.

SECTION 8. Assignments and Subleases

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 Bondholders.

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 Project, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Facilities of the 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 shall be paid to the Trustee, 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. Partial Invalidity

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, 1025 Escobar Street, Martinez, California 94553, or if to the Authority, addressed to the Authority in care of the County Administrator, County Administration Building, 1025 Escobar 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. Section Headings

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. Termination of Prior Leases

[Upon the execution of this Site Lease: (a) the Site Lease dated as of November 1, 2010, by and between the Authority and the County, and bearing County Recorder document number 2010-0256815-00, shall thereupon terminate and be of no further force or effect; and (b) the Sublease, dated as of November 1, 2010, by and between the Authority and the County, and bearing County Recorder document number 2010-0256814-00 (as amended from time to time), shall thereupon terminate and be of no further force or effect.][**to be updated and confirmed**]

SECTION 24. 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 Site 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.

[Remainder of Page Intentionally Left Blank]

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: _____
John M. Gioia
Chair of the Board of Supervisors

Attest:

By: _____
Jami Napier
Chief Assistant Clerk of the Board of Supervisors

COUNTY OF CONTRA COSTA PUBLIC FINANCING AUTHORITY, Lessee

By: _____
John M. Gioia
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 CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.

[Affix seal here]

Signature of Notary Public

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 CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.

[Affix seal here]

Signature of Notary Public

EXHIBIT A

Description of Facilities

[To Come]

EXHIBIT B

Lease Terms

[To Come]

<u>Facility</u>	<u>Term</u>	<u>Maximum Extension</u>
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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 _____, 2021, pursuant to authority conferred by Resolution No. 2021/___ of the Authority adopted on _____, 2021, and the Authority consents to recordation thereof by its duly authorized officer.

COUNTY OF CONTRA COSTA PUBLIC
FINANCING AUTHORITY, as Lessee

By: _____
John M. Gioia
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 CALIFORNIA
COUNTY OF CONTRA COSTA

On _____, 2021, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my name and official seal.

[Affix seal here]

Signature of Notary Public