

GROUND LEASE

Employment and Human Services Department
Community Services Bureau
227 A Pacifica Avenue
Bay Point, CA

This lease is dated November 1, 2021, and is between MT. DIABLO UNIFIED SCHOOL DISTRICT, a public school district of the State of California (“**District**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**County**”).

Recitals

- A. District owns the real property located at 227A Pacifica Avenue, Bay Point, California, which is adjacent to 205 Pacifica Avenue, Bay Point, California, the site of Riverview Middle School (together, the “**Property**”).
- B. Pursuant to a lease dated August 13, 2002 (the “**Original Lease**”), the County is leasing from District that portion of the Property known as 227A Pacifica Avenue, the location of which is shown on Exhibit A (the “**Premises**”). In accordance with the terms of the Original Lease, the County operates a Head Start program at the Premises, and has installed a County-owned modular building, playground, and a garbage enclosure on the Premises.
- C. This lease replaces the Original Lease. Upon the commencement of this lease, the Original Lease is of no further force or effect.

The parties therefore agree as follows:

Agreement

1. Lease of Premises. In consideration of the rents and subject to the terms set forth in this lease, District hereby leases to County and County hereby leases from District, the Premises. District also grants County the exclusive use of six parking spaces, the approximate location of which is shown on Exhibit A.
2. Term. The “**Term**” of this lease is five (5) years, commencing November 1, 2021 (the “**Commencement Date**”) and ending October 31, 2026.
3. Rent. County shall pay rent (“**Rent**”) to District in the amount of \$1.00 per year, payable in full on the Commencement Date.
4. Use. County may use the Premises for the purpose of conducting various functions of County and any other purpose permitted by law.

5. Obligation to Pay Utilities. County shall pay for all water, gas, electricity, and refuse collection services provided to the Premises.
6. Quiet Enjoyment. Provided County is in compliance with the material terms of this lease, District shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
7. End of Term.
 - a. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, County shall peaceably and quietly leave and surrender to District the Premises
 - b. Removal / Sale of the Building. County shall retain ownership of the Building throughout the Term and, except as provided herein, following the expiration or termination of this Ground Lease. Upon the expiration or sooner termination of this Ground Lease, County may elect to (i) remove the Building at its cost and expense, or (ii) offer to sell the Building to District for its fair market value. The fair market value of the Building is to be determined by appraisal. If County elects to sell, and District agrees to purchase, the Building, all conveyance costs are to be borne by District. If County elects to remove, or District declines to purchase, the Building, the County shall cause it to be removed from the Premises within six (6) months after the termination or expiration of this lease. County shall return the Premises to the condition it was in at the time the Original Lease commenced.
8. Insurance.
 - a. Liability Insurance. Throughout the Term, County shall maintain in full force and effect, at its sole expense, a general self-insurance program covering bodily injury (including death), personal injury, and property damage, including loss of use. County shall provide District with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.
 - b. Self-Insurance Exclusion. County's self-insurance does not provide coverage for (i) areas to be maintained by District under this lease, or (ii) negligence, willful misconduct, or other intentional act, error or omission of District, its officers, agents, or employees.
9. Indemnification.
 - a. County. County shall defend, indemnify and hold District harmless from County's share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys' fees, caused by the willful misconduct or the negligent acts, errors, or omissions of County, its officers, agents or employees in using the Premises pursuant to this lease, or the County's performance under this lease, except to the extent caused or contributed to by (i) the

structural, mechanical, or other failure of buildings owned or maintained by District, and/or (ii) the negligent acts, errors, or omissions of District, its officers, agents, or employees.

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

10. Notices. 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 District: Mount Diablo Unified School District
Attn: Superintendent
1936 Carlotta Drive
Concord, CA 94519
Phone: (925) 682-8000

To County: Contra Costa County
Public Works Department
Attn: Principal Real Property Agent
255 Glacier Drive
Martinez, CA 94553
Phone: (925) 313-2000

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.

11. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.

12. Governing Law. The laws of the State of California govern all matters arising out of this lease.

13. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

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

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

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

MOUNT DIABLO UNIFIED SCHOOL
DISTRICT, a public school district of
the State of California

By: _____
Brian M. Balbas
Director of Public Works

By: _____
Adam Clark, Ed.D.
Superintendent

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FORM
MARY ANN McNETT MASON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

Exhibit A

