LEASE

SHERIFF - CORONER 1001 HARVEY DRIVE, SUITE 152 WALNUT CREEK, CA 94597

This lease ("<u>Lease</u>") is dated March 21, 2023 (the "**Date of Lease**") and is between PHVP I, LP, a Delaware limited partnership ("**Lessor**"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California ("**County**").

Recitals

- A. Lessor is the owner of the building located at 1001 Harvey Drive, Walnut Creek, California commonly known as Avalon Walnut Creek (the "Building"). The County has been occupying Suite 152 in the Building (the "Premises"), the location of which is shown on Exhibit A, and which consists of approximately 859 square feet of office space since the fall of 2018, pursuant to an undated sublease agreement between the County Sheriff and the Contra Costa Centre Association, a nonprofit mutual benefit corporation.
- B. Lessor and the County desire to enter into a direct lease of the Premises for the County's use of the Premises as a Sheriff substation.

The parties therefore agree as follows:

Agreement

- 1. <u>Lease of Premises; Use of Parking Areas</u>. In consideration of the rents and subject to the terms herein set forth, Lessor hereby leases to County and County hereby leases from Lessor, the Premises.
 - In addition to the exclusive use of the Premises, the County is hereby granted non-exclusive use of three (3) parking stalls in a location to be determined by Lessor in its sole discretion, and the exclusive use of one (1) parking space on Sunne Lane, the location of which is shown on Exhibit A. The County has the right to install signage designating the spot on Sunne Lane as "Sheriff Department Only" at County's sole cost, subject to Lessor's prior written approval of the design.
- 2. <u>Term.</u> The "Term" of this Lease is approximately (5) five years beginning on April 1, 2023 (the "<u>Lease Commencement Date</u>"), and ending on March 31, 2028 (the "<u>Expiration Date</u>"). The commencement of the Term shall be evidenced by Lessor's notice to County that the Premises is ready for County's use ("<u>Notice of Possession</u>").
- 3. <u>Gross Rent</u>. The County shall pay rent ("**Gross Rent**") to Lessor monthly in advance beginning April 1, 2023. Rent is payable on the first day of each month in the amounts set forth below:

Lease Year	Monthly Gross Rent	
April 1, 2023 – March 31, 2024	\$983.45	
April 1, 2024 – March 31, 2025	\$1,012.96	
April 1, 2025 – March 31, 2026	\$1,043.35	
April 1, 2026 – March 31, 2027	\$1,074.65	
April 1, 2027 – March 31, 2028	\$1,106.89	

Rent for any fractional month will be prorated and computed on a daily basis with each day's rent equal to 1/30 of the monthly Gross Rent.

Lessor's address for payments is as follows:

AvalonBay Communities, Inc.

P.O. Box 21568

Tampa, FL 33622

- 4. <u>Permitted Use</u>. The County shall use the Premises for the operation of a Sheriff substation office used for administrative purposes. County accepts the Premises in "as is" condition.
- 5. <u>Full-Service Lease</u>. Subject to Section 6, Utility and Trash Obligations, and Section 7, 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.
- 6. <u>Utility and Trash Obligations</u>. The County shall, at its sole cost and expense, pay promptly when due all fees, deposits and charges for water, gas, electricity, heat, sewer or service charges, any other utility and telecommunication charges incurred by County in its use and/or occupancy of the Premises or furnished to the Premises commencing upon the date of Notice of Possession.

County shall arrange for regular, prompt, and reliable trash removal for all trash generated at or associated with the Premises, at County's sole expense, and shall be permitted to place such trash in an area near the Building that is designated by Lessor.

7. <u>Maintenance and Repairs</u>.

- a. Roof and Exterior of Premises. Lessor shall keep the roof and exterior of the Building in good order, condition, and repair, and shall maintain the structural integrity of the Building
- b. <u>Interior of Premises</u>. County shall keep and maintain the interior of the Premises in good order, condition and repair, but Lessor shall repair damage to the interior caused by its failure to maintain the exterior in good repair, including damage to the interior caused by roof leaks and/or interior and exterior wall leaks.

County, at County's sole expense, shall initiate and carry out a program of regular maintenance and repair of the Premises and shall keep and maintain the Premises in a clean, safe, and sanitary condition in accordance with all applicable laws and of the requirements of any insurance underwriters, inspection bureaus or a similar agency designated by Lessor. County shall obtain and maintain, at County's sole cost, (i) service contracts with reputable, licensed mechanical contractors to carry out a program of regular maintenance and repair of the HVAC, and (ii) a contract for extermination services, including treatment for insects, spiders, rats, mice, moles and other rodents, to be provided to the Premises by a reputable exterminator as needed. In the event any such pests are discovered in or about the Premises, County will immediately take all necessary and appropriate additional measures to relieve the Premises of such pests. County shall provide copies of any such contracts to Lessor annually and from time to time, within five (5) days of Lessor's request.

- c. <u>Life / Safety</u>. Lessor shall maintain and repair any and all Life / Safety systems designed to protect and evacuate the building population in emergencies, including but not limited to fires, earthquakes and power failures in compliance with the then current governmental codes, except to the extent required to be maintained by County in the Premises.
- 8. <u>Quiet Enjoyment</u>. Provided County is in compliance with the material terms of this Lease, Lessor shall warrant and defend County in the quiet enjoyment and possession of the Premises during the Term.
- 9. <u>Assignment and Sublease</u>. Without the prior written consent of Lessor in each instance, which consent may be given or withheld in Lessor's sole and absolute discretion, County shall not assign, mortgage, pledge, encumber, sublet, underlet, license or permit the Premises or any part of it to be used by others, or otherwise transfer, voluntarily, by operation of law, or otherwise, this Lease or the Premises or any interest herein or therein.
- 10. <u>Alterations; Fixtures and Signs.</u> County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures and signs ("County Fixtures") in or upon the Premises. Any County Fixtures will remain the property of County and may be removed from the Premises by County at any time during the Term. County is responsible for the cost of all alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor's approval and must comply with existing code requirements.

11. Insurance.

a. <u>Liability</u> 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 Lessor with a letter of self-insurance affirming the existence of the aforementioned self-insurance program.

- b. <u>Self-Insurance Exclusion</u>. County'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.
- 12. <u>Surrender of Premises</u>. On the last day of the Term, or sooner termination of this Lease, County shall peaceably and quietly leave and surrender to Lessor the Premises, along with their appurtenances and fixtures, all in good condition, ordinary wear and tear, damage by casualty, condemnation, act of God and Lessor's failure to make repairs required of Lessor excepted. County is not responsible for painting the Premises upon the expiration or earlier termination of this Lease.
- 13. <u>Waste, Nuisance</u>. County may not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing that may disturb the quiet enjoyment of any other occupant of the Building.
- 14. <u>Destruction</u>. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within sixty days from the date of the damage under the applicable laws and regulations of governmental authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this Lease, except that County will be entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent will be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in sixty days, County will have the option to terminate the Lease or request that 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 Building or the Premises.

15. <u>Hazardous Material</u>. Lessor warrants to County 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 County harmless from any loss arising out of the presence of any Hazardous Material on the Premises that was not brought to the Premises by or at the request of County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that County has no obligation to clean up or remediate, or contribute to the cost of clean up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Premises by County or any of its agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or

becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

16. Indemnification.

- a. <u>County</u>. County shall defend, indemnify and hold Lessor 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 the grossly negligent acts, errors, or omissions of Lessor, its officers, agents, or employees.
- b. <u>Lessor</u>. Lessor shall defend, indemnify and hold County 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 the negligent acts, errors, or omissions of County, its officers, agents, or employees.

17. Default.

The occurrence of any of the following events is an Event of Default under this Lease:

a. County.

- i. County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "Notice") from Lessor to County; <u>provided</u>, <u>however</u>, that County will have additional time if its failure to pay Rent is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget. In no event may such additional time exceed thirty (30) days from receipt of a Notice.
- ii. County's failure to comply with any other material term or provision of this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice from Lessor to County specifying the nature of the breach in reasonably sufficient detail; provided, however, if such default cannot reasonably be remedied within such thirty (30) day period, then a default will not be deemed to occur until the occurrence of County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of forty-five (45) days, provided County commences curing such default within thirty (30) days and thereafter diligently proceeds to cure such default.

b. <u>Lessor</u>. Lessor's failure to perform any obligation under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice from County to Lessor specifying the nature of the breach in reasonably sufficient detail; <u>provided</u>, <u>however</u>, if such breach cannot reasonably be remedied within such thirty (30) 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, up to an aggregate of ninety (90) days, provided Lessor commences curing such breach within thirty (30) days and thereafter diligently proceeds to cure such breach.

18. Remedies.

- a. <u>Lessor</u>. Upon the occurrence of a default by County, Lessor may, after giving County written notice of the default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.
- b. County. Upon the occurrence of a default by Lessor, Lessor will not be in default under this Lease or subject to any claims for damages of any kind, unless the default continues for a period of thirty (30) days after written notice of the default by Lessee; provided, however, if the nature of Lessor's default is such that more than thirty (30) days are reasonably required in order to cure, Lessor will not be in default under this Lease if Lessor commences to cure the default within the 30-day period and thereafter diligently seeks to cure the default to completion. If Lessor fails to cure within the times permitted herein, County may terminate this Lease by giving written notice to Lessor sixty (60) days in advance and quit the Premises without further cost or obligation.
- 19. <u>Notices</u>. 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: AvalonBay Communities, Inc.

4040 Wilson Blvd., Suite 1000

Arlington, VA 22203 Attn: Retail Department

With a copy to:

AvalonBay Communities, Inc. 4040 Wilson Blvd., Suite 1000

Arlington, VA 22203 Attn: Legal Department

To County: Contra Costa County

Public Works Department

40 Muir Road

Martinez, CA 94553 Attn: Principal Real Property Agent

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 reputable overnight courier and (ii) three days after being deposited in the United States Postal system.

- 20. <u>Successors and Assigns</u>. This Lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
- 21. <u>Holding Over</u>. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this lease.
- 22. <u>Subordination and Estoppel</u>. This Lease, automatically and without further act or deed by County, shall be subordinate to any and all mortgages currently existing or that may hereafter be placed upon the Building or the property of which it is a part, or any portion thereof, and to any and all renewals, amendments, modifications, participations, consolidations, replacements and extensions thereof. This Lease is subject to all documents of record.
- 23. REIT. Lessor and County hereby agree that it is their intent that all Gross Rent and any additional rent payable to the Lessor under this Lease shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended, ("Code") and the Department of the U.S. Treasury Regulations promulgated thereunder ("Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and the Regulations promulgated thereunder, such rent shall be adjusted in such manner as the Lessor may require so that it will so qualify; provided, however, that any adjustments required pursuant to this Section 23 shall be made so as to produce the equivalent (in economic terms) rent as payable prior The parties acknowledge that their ability to execute further to such adjustment. instruments to give effect to the foregoing provisions of this Section is subject to the approval of such instruments by their respective governing bodies.
- 24. <u>CASp.</u> For purposes of Section 1938(a) of the California Civil Code, Lessor hereby discloses to County, and County hereby acknowledges, that the Premises have not undergone inspection by a Certified Access Specialist (CASp). In addition, the following notice is hereby provided pursuant to Section 1938(e) of the California Civil Code: "A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject 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 subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. 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." In furtherance of and in connection with such notice: (i) County, having read such notice and understanding County's right to request and obtain a CASp inspection and with advice of counsel, hereby elects not to obtain such CASp inspection and forever waives its rights to obtain a CASp inspection with respect to the Premises and/or Building to the extent permitted by applicable laws now or hereafter in effect; and (ii) if the waiver set forth in clause (i) hereinabove is not enforceable pursuant to applicable laws now or hereafter in effect, then Lessor and County hereby agree as follows (which constitute the mutual agreement of the parties as to the matters described in the last sentence of the foregoing notice): (A) County shall have the one-time right to request and obtain a CASp inspection, which request must be made, if at all, in a written notice delivered by County to Lessor on or before the Lease Commencement Date; (B) any CASp inspection timely requested by County shall be conducted (1) between the hours of 9:00 a.m. and 5:00 p.m. on any business day, (2) only after ten (10) days' prior written notice to Lessor of the date of such CASp inspection, (3) in a professional manner by a CASp designated by Lessor and without any testing that would damage the Premises or Building in any way, and (4) at County's sole cost and expense, including, without limitation, County's payment of the fee for such CASp inspection, the fee for any reports prepared by the CASp in connection with such CASp inspection (collectively, the "CASp Reports") and all other costs and expenses in connection therewith; (C) County shall deliver a copy of any CASp Reports to Lessor within two (2) business days after County's receipt thereof; (D) County, at its sole cost and expense, shall be responsible for making any improvements, alterations, modifications and/or repairs to or within the Premises to correct violations of construction-related accessibility standards including, without limitation, any violations disclosed by such CASp inspection; and (E) if such CASp inspection identifies any improvements, alterations, modifications and/or repairs necessary to correct violations of constructionrelated accessibility standards relating to those items of the Building and areas located outside the Premises that are Lessor's obligation to repair as set forth above, then Lessor shall perform such improvements, alterations, modifications and/or repairs as and to the extent required by applicable laws to correct such violations, and County shall reimburse Lessor for the cost of such improvements, alterations, modifications and/or repairs within ten (10) business days after County's receipt of an invoice therefor from Lessor.

25. <u>Energy Disclosures</u>. County hereby acknowledges that Lessor may be required to disclose certain information concerning the energy performance of the Building pursuant to California Public Resources Code Section 25402.10 and the regulations adopted pursuant thereto (collectively the "<u>Energy Disclosure Requirements</u>"). County acknowledges and agrees that (i) Lessor makes no representation or warranty regarding the energy performance of the Building or the accuracy or completeness of any Energy Disclosure information, (ii) any energy disclosure information is for the current occupancy and use of the Building and that the energy performance of the Building may vary depending on future occupancy and/or use of the Building, and (iii) Lessor shall have no liability to County for any errors or omissions in the energy disclosure information. If and to the extent not prohibited by applicable laws, County hereby waives any right County may have to receive

the energy disclosure information, including, without limitation, any right County may have to terminate this Lease as a result of Lessor's failure to disclose such information. Further, County hereby releases Lessor from any and all losses, costs, damages, expenses and/or liabilities relating to, arising out of and/or resulting from the Energy Disclosure Requirements, including, without limitation, any liabilities arising as a result of Lessor's failure to disclose the energy disclosure information to County prior to the execution of this Lease. County's acknowledgment of the AS-IS condition of the Premises pursuant to the terms of this Lease shall be deemed to include the energy performance of the Building. County further acknowledges that pursuant to the Energy Disclosure Requirements, Lessor may be required in the future to disclose information concerning County's energy usage to certain third parties, including, without limitation, prospective purchasers, lenders and tenants of the Building (the "Tenant Energy Use Disclosure"). The County hereby (A) consents to all such Tenant Energy Use Disclosures, and (B) acknowledges that Lessor shall not be required to notify County of any Tenant Energy Use Disclosure. Further, County hereby releases Lessor from any and all losses, costs, damages, expenses and liabilities relating to, arising out of and/or resulting from any Tenant Energy Use Disclosure. The terms of this Section 25 shall survive the expiration or earlier termination of this Lease.

- 26. <u>Title Matters</u>. County agrees that as to its leasehold estate, it and all persons in possession or holding under it will conform to and will not violate the terms of any covenants, conditions, restrictions, easements, ground leases, mortgages or deeds of trust currently of record as of the Date of Lease and all renewals, modifications, amendments, consolidations, replacements and extensions thereof.
- 27. Master Landlord. Without limiting the above, County acknowledges that Lessor does not own fee title to the land on which the Premises or Building is located. Rather, Lessor entered into that certain Apartment Ground Sublease dated July 31, 2008 between the Pleasant Hill BART Station Leasing Authority (sometimes referred to herein as "Master Landlord"), as landlord, and PHVP I, LP (Landlord), as tenant, and recorded on July 31, 2008 in the Official Records of Contra Costa County as Document No. 2008-169907 (hereinafter the "Ground Lease"). Lessor represents and warrants to County that (a) the term remaining under the current term of the Ground Lease is longer than the Term of this Lease, and (2) Lessor will, upon request, make commercially reasonable efforts, to obtain for County a written consent and non-disturbance agreement executed by Master Landlord in the form specified by the Ground Lease. County further acknowledges that this Lease is subject and subordinate to (i) the Ground Lease; (ii) that certain Ground Lease entered into by and between San Francisco Bay Area Rapid Transit District ("BART"), as landlord, and Master Landlord, as tenant, dated May 15, 2006, as amended by that First Amendment To Ground Lease, dated July 29, 2008 (the "Prime Lease"); (iii) The Contra Costa Centre Transit Village Declaration of Covenants, Conditions and Restrictions And Reciprocal Easement Agreement, dated July 31, 2008, entered into by and between Pleasant Hill Transit Village Associates, LLC ("PHTV") and Master Landlord, and recorded on July 31, 2008 in the Official Records of Contra Costa County as Document No. 2008-169906 (the "Declaration"); and (iv) that Reciprocal Easement Agreement, dated July 31, 2008, entered into by and BART, PHTV, and Lessor, and recorded on July 31, 2008 in the Official Records of Contra Costa County as Document No. 2008-169005 (the "REA") (the Ground

Lease, Prime Lease, Declaration and REA are collectively referred to herein as the "<u>Project Documents</u>"), as well as any amendments or modifications to any of the Project Documents. County shall execute and deliver any instrument which may be reasonably required or requested by Lessor in confirmation of the subordination of this Lease to the Project Documents, and all renewals, modifications, amendments, consolidations, replacements and extensions thereof.

- 28. Non-Discrimination. County herein covenants by and for itself, its successors and assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955 and Section 12955.2 of the Government Code in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Premises herein leased nor shall County or any person claiming under or through County, 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.
- 29. No Impairment of BART Operation of Transit Facilities. County shall refrain from any activity that would endanger the safety of BART's patrons, endanger the safe and efficient operation of BART's Transit Facilities (as defined below), or cause an interruption in BART's operation of BART's Transit Facilities. "BART's Transit Facilities" means the Pleasant Hill BART Station and the real and personal property owned by BART in the vicinity of the BART Station and the improvements (including parking structures) and other property located thereon, including without limitation, the rapid transit tracks located thereon, the rapid transit vehicles traveling on said tracks and all of the facilities existing now or in the future within the Pleasant Hill BART Station or used in connection with BART's transit functions and the means of access thereto on the Pleasant Hill BART Station.
- 30. <u>Time is of the Essence</u>. In fulfilling all terms and conditions of this lease, time is of the essence.
- 31. <u>Governing Law.</u> The laws of the State of California govern all matters arising out of this Lease.
- 32. <u>Severability</u>. 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.
- 33. <u>Entire Agreement; Construction; Modification</u>. 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.

[SIGNATURE PAGE FOLLOWS]

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

COUNTY OF CONTRA COSTA, a political subdivision of the State of California		PHVP I, LP, an affiliate of AvalonBay Communities, Inc.	
By:		Ву:	PHVP I, GP, LLC, a Delaware limited liability company Its General Partner
2,.	Brian M. Balbas Director of Public Works	Ву:	Pleasant Hill Transit Village Associates LLC, a Delaware limited liability company, its Manager
RECOMMENDI	OMMENDED FOR APPROVAL:	Ву:	Pleasant Hill Manager, LLC, a Delaware limited liability company, its Manager
D		By:	AvalonBay Communities, Inc., a Maryland corporation, its Sole Member
By:	Jessica L. Dillingham Principal Real Property Agent	By:	
			Kathryn Bucklew Vice President – Mixed Use
By:	Stacey Sinclair Senior Real Property Agent		
THON	OVED AS TO FORM MAS L. GEIGER, CHIEF ASSISTANT NTY COUNSEL		
By:	Kathleen M. Andrus Deputy County Counsel		

EXHIBIT A TO LEASE

Site Plan of Retail Space and Parking Stall

