

## LEASE

CONTRA COSTA COUNTY  
DISTRICT IV SUPERVISOR  
2255 CONTRA COSTA BLVD., SUITE 202  
PLEASANT HILL, CA

This lease is dated as of April 4, 2023, and is between 2255 CONTRA COSTA BOULEVARD ASSOCIATES, a California limited partnership (“**Lessor**”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

### **Recitals**

- A. Lessor is the owner of the building located at 2255 Contra Costa Boulevard, Pleasant Hill, California (the “**Building**”).
- B. Lessor desires to lease to the County and the County desires to lease from Lessor that portion of the Building known as Suite 202, which is located on the second floor and consists of approximately 2,678 rentable square feet of floor space (the “**Premises**”), along with the non-exclusive use of one of the time-restricted parking spaces adjacent to the Building on a non-time-restricted basis. The parties acknowledge that the size of the Premises is an estimate and that, absent manifest error in the calculation of the size of the Premises, the amount of rent payable under this lease is as stated below.

The parties therefore agree as follows:

### **Agreement**

- 1. Lease of Premises. In consideration of the rents and subject to the terms of this lease, Lessor hereby leases to the County and the County hereby leases from Lessor, the Premises.
- 2. Term. The “**Term**” of this lease is comprised of an Initial Term and, at the County’s election, a Renewal Term, each as defined below.
  - a. Initial Term. The “**Initial Term**” is approximately 52 months, commencing on the Commencement Date, as defined in Exhibit A to this lease, and ending on August 31, 2027.
  - b. Renewal Terms. The County has one option to renew this lease for a term of 4 years (the “**Renewal Term**”) upon all the terms and conditions set forth in this lease.
    - i. The County will provide Lessor with written notice of its election to renew the lease at least 60 days prior to the end of the Initial Term. However, if the

County fails to provide such notice, its right to renew the lease will not expire until 15 working days after the County’s receipt of Lessor’s written demand that the County exercise or forfeit the option to renew.

ii. Upon the commencement of the 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. The County 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 Term, in the amounts set forth below:

a.	<u>Initial Term</u>	<u>Monthly Rent</u>
	Commencement Date – August 31, 2024	\$7,498.00
	September 1, 2024 – August 31, 2025	\$7,761.00
	September 1, 2025 – August 31, 2026	\$8,032.00
	September 1, 2026 – August 31, 2027	\$8,314.00

b. Renewal Term.

<u>Term</u>	<u>Monthly Rent</u>
September 1, 2027 – August 31, 2028	\$8,605.00
September 1, 2028 – August 31, 2029	\$8,906.00
September 1, 2029 – August 31, 2030	\$9,217.00
September 1, 2030 – August 31, 2031	\$9,540.00

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.

4. Tenant Improvements. Lessor shall cause tenant improvements to the Premises to be completed as described in Exhibit A to this lease.

5. Use. The County may use the Premises for the purpose of conducting various functions of the County and any other purpose permitted by law.

6. Full-Service Lease. Subject to Section 7 – Maintenance and Repairs, this is a full-service lease. Lessor shall pay all 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 electricity, water, and sewer. In addition, Lessor shall pay for all pest control and refuse collection services provided to the Building.

7. Maintenance and Repairs.

- 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, including the exterior doors and their fixtures, closers and hinges, exterior windows, and the glass and glazing used in the Premises.
- b. Interior of Premises. The 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. The County shall maintain all locks and key systems used in the Premises. The County may install and maintain an alarm system, if deemed necessary by County.
- c. Utilities. Lessor shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
- d. HVAC. Lessor shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems. Normal HVAC operating hours are Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m., excluding major holidays. The County is responsible for maintaining any supplemental cooling system unit it elects to add to the Premises, such as in the server room and shall reimburse Lessor the reasonable utility costs associated with any such system.
- e. Parking; Exterior Lighting; Landscaping. Lessor shall maintain the exterior lighting system, and landscaping in good order, condition and repair. The parties acknowledge that the parking lot is owned and maintained by third parties for the benefit of the Building, as well as other buildings in the shopping center that surrounds the Building. Lessor shall use reasonable efforts to ensure the parking lot is maintained in good order, condition and repair.
- f. Services by Lessor. If the County determines that the Premises are in need of maintenance, construction, remodeling or similar work that is beyond Lessor's responsibilities under this lease, at the County's request, Lessor shall perform the work at County's expense. In performing the work, Lessor shall consult with the County and use either licensed insured contractors or employees of Lessor. Lessor shall obtain the County's prior written approval of the scope, terms, and cost of any contracts. The County may, by giving Lessor 30 days prior written notice, change the scope of work, terminate any or all work, or require that work be performed by a different contractor.

8. Quiet Enjoyment. Provided the County complies with the material terms of this lease, Lessor shall warrant and defend the County in the quiet enjoyment and possession of the Premises during the Term.

9. Subordination, Non-Disturbance and Attornment. If at any time Lessor has a loan that is secured by a lien of a mortgage or deed of trust encumbering the Building, Lessor shall cause the lender(s) holding the lien to execute and deliver to County a Subordination, Non-Disturbance and Attornment Agreement that is in substantial conformity with Exhibit B.
10. Assignment and Sublease. County has the right to assign this lease or sublease the Premises or any part of the Premises at any time during the Term. Upon the assignment of the lease by County, the County will have no further obligation under the lease. Any proposed assignment of the lease is subject to the reasonable prior written approval of Lessor.
11. Alterations; Fixtures and Signs. County may (i) make any lawful and proper minor alterations to the Premises and (ii) attach fixtures (“**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. The County is responsible for the cost of such minor alterations and County Fixtures. All alterations and County Fixtures are subject to Lessor’s approval and must comply with existing code requirements.
12. Prior Possession. Prior to the Commencement Date, the County has the right to install fixtures, telephones, alarm systems, and other items required to prepare the Premises for the County’s occupancy and to store furniture, supplies and equipment inside the Premises, provided such work and storage can be effected without unduly interfering with Lessor’s completion of the tenant improvements.
13. 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 Lessor with a letter of self-insurance affirming the existence of the self-insurance program.
  - b. Self-Insurance Exclusion. 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.
14. Surrender of Premises. On the last day of the Term, or sooner termination of this lease, the County shall peaceably and quietly leave and surrender to Lessor the Premises, along with appurtenances and fixtures at the Premises (except County 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. The County 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.

15. Waste, Nuisance. The 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.
16. Inspection. Lessor, or its proper representative or contractor, may enter the Premises by prior appointment during normal working hours to determine that (i) the Premises is being reasonably cared for, and (ii) the County is in compliance with the terms and conditions of this lease.
17. Perilous Conditions. If the County's Director of Public Works becomes aware of a perilous condition on the Premises that, in his or her opinion, substantially and significantly threatens the health and safety of County employees and/or invitees (a "**Perilous Condition**"), the Director of Public Works, 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.

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

If Lessor fails to address a Perilous Condition within 24 hours after County's notice or to immediately address an emergency, County may attempt to resolve the Perilous Condition or emergency. Lessor shall reimburse County for its reasonable costs incurred by County in addressing the Perilous Condition or emergency promptly upon receipt of County's invoice.

18. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause and repairs can be made within 60 days from the date of the damage under the applicable laws and regulations of government authorities, Lessor shall repair the damage promptly. Such partial destruction will not void this lease, except that the County will be entitled to a proportionate reduction in Rent while the 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 County and the denominator of which is the total number of square feet in the Premises.

If repairs cannot be made in 60 days, the 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. If the repairs cannot be made within 60 days or the cost of completing the repairs exceeds one year of Rent, then, in addition to being entitled to the proportionate reduction in Rent described above, the County may terminate this lease.

This lease will terminate in the event of the total destruction of the Premises.

19. Hazardous Material. Lessor warrants to the 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 the 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 the County, its agents, contractors, invitees or employees. Lessor acknowledges and agrees that the 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 the 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.

20. Indemnification.

- a. County. The County shall defend, indemnify and hold Lessor harmless from the 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 the County, its officers, agents, employees, or invitees 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 Lessor, and/or (ii) the negligent acts, errors, or omissions of Lessor, its officers, agents, employees, or invitees.
- b. Lessor. Lessor shall defend, indemnify and hold the 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, or invitees, 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 the County, its officers, agents, employees, or invitees.

21. Default.

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

a. County.

- i. The County's failure to pay Rent within ten business days after receipt of a written notice of failure (a "Notice") from Lessor to County; provided, however, that the 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 75 days from receipt of a Notice.
- ii. The County's failure to comply with any other material term or provision of this lease if the failure is not remedied within 30 days after receipt of a Notice from Lessor to the County specifying the nature of the breach in reasonably sufficient detail; provided, however, if the default cannot reasonably be remedied within the 30-day period, then a default will not be deemed to occur until the occurrence of the County's failure to comply within the period of time that may be reasonably required to remedy the default, up to an aggregate of 90 days, provided the County commences curing the default within 30 days and thereafter diligently proceeds to cure the default.

- b. Lessor. Lessor's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a Notice from the County to Lessor specifying the nature of the breach in reasonably sufficient detail; provided, however, if the breach cannot reasonably be remedied within the 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 90 days, provided Lessor commences curing the breach within 30 days and thereafter diligently proceeds to cure the breach.

22. Remedies.

- a. Lessor. Upon the occurrence of a default by the County, Lessor may, after giving the 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, the County may (i) terminate this lease by giving written notice to Lessor and quit the Premises without further cost or obligation to the County, or (ii) subject to the limitations set forth in Section 18 above, proceed to repair or correct the failure and, at the County'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.

23. Notices. Any notice required or permitted under this lease must be in writing and sent by overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To Lessor: 2255 Contra Costa Boulevard Associates  
2255 Contra Costa Blvd., Suite 305  
Pleasant Hill, CA 94523  
[schaffermanagement@gmail.com](mailto:schaffermanagement@gmail.com)

To County: Contra Costa County  
Public Works Department  
Attn: Principal Real Property Agent  
40 Muir Road  
Martinez, CA 94553

Either party may at any time designate in writing a substitute address for the address 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.

24. Successors and Assigns. This lease binds and inures to the benefit of the heirs, successors, and assigns of the parties hereto.
25. Holding Over. 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.
26. Time is of the Essence. In fulfilling all terms and conditions of this lease, time is of the essence.
27. Governing Law. The laws of the State of California govern all matters arising out of this lease.
28. Severability. In the event that any provision of this lease 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.
29. Real Estate Commission. In negotiating this lease, Lessor is represented by Colliers Parrish International, Inc., and the County represents itself. Lessor shall pay a real estate commission to Colliers Parrish International, Inc. pursuant to a separate written agreement. Lessor recognizes and acknowledges that the County is entitled to a real estate commission when it represents itself. The County warrants to Lessor that the County's contact with Lessor in connection with this lease has been directly with Colliers Parrish International, Inc.

Lessor shall pay to the County a real estate commission equal to \$12,587.40 as follows: one-half upon the execution of this lease and one-half on the Commencement Date.

Lessor warrants that no other broker or finder, other than Colliers Parrish International, Inc. 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 Building. Lessor and the 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 Colliers Parrish International, Inc. and the County, resulting from any claim for a fee or commission by any broker or finder, in connection with the Building and this lease.

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30. 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 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.

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

2255 CONTRA COSTA BOULEVARD  
ASSOCIATES, a California limited  
partnership

By: \_\_\_\_\_  
Brian M. Balbas  
Director of Public Works

By: \_\_\_\_\_  
Dave Bowie  
Authorized Agent

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

By: \_\_\_\_\_  
Stacey Sinclair  
Senior Real Property Agent

APPROVED AS TO FORM  
THOMAS L. GEIGER,  
COUNTY COUNSEL

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

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## EXHIBIT A

### TENANT IMPROVEMENTS

- I. Tenant Improvements. Lessor shall cause the following improvements to be made to the Premises (together, the “**Tenant Improvements**”):
- i. Reconfigure the office marked “Office 1” on Exhibit A-1 – Space Plan, (i) to be 10’ x 12’, as shown on the Exhibit A, and (ii) install a door for Office 1 as shown on Exhibit A-1.
  - ii. Construct a coat closet with a door in the space between the kitchen and “Office 1,” as shown on Exhibit A-1.
  - iii. Install a glass “sidelight” adjacent to the doors of the offices marked “Office 1,” “Office 2,” “Office 3,” “Office 4,” and “Office 6,” as shown on Exhibit A-1.
  - iv. Install a door between the work room and the conference room, as shown on Exhibit A-1.
  - v. Install a glass window between the reception area and the conference room, as shown on Exhibit A-1.
  - vi. Install a new refrigerator, microwave and upper and lower cabinetry in the kitchen using mutually agreed upon brands and finishes.
  - vii. Install Vinyl Composition Tile in the kitchen using a mutually agreed upon color and product.
  - viii. Paint the interior of the Premises in mutually agreed upon colors.
  - ix. Replace carpet using a mutually agreed upon product and color.
  - x. Install two dedicated outlets in the work room where indicated by the outlet symbol.
  - xi. Install one outlet mounted on the floor in the center of the conference room.
  - xii. Replace mini blinds in all “Offices” with roller shades in a mutually agreed upon color.
  - xiii. Once equipment selections have been made by the County for the work room, install power plugs in the work room (1) in the locations specified by the County, and (2) in the size(s) specified by the County.

- xiv. Install building standard signage, using mutually agreed upon wording to describe the Premises, in the ground floor lobby directory, the directory on the second floor and at the entrance to the Premises.

II. Completion Notice; Inspection; Substantial Completion Date.

- i. When Lessor deems the Tenant Improvements to be Substantially Complete, as defined below, Lessor shall tender delivery to County by delivering a notice to that effect to the County (a “**Completion Notice**”). For purposes of this lease, “**Substantially Complete**” means (1) there is no incomplete or defective work that unreasonably interferes with County’s use of the Premises, (2) the scope of work has been properly executed in accordance with the attached space plan, and (3) all utilities are hooked up and available for use by County in the Premises.
- ii. Upon receipt of the Completion Notice, a representative of the County, and a representative of the County will immediately inspect the Premises for the purpose of establishing that the Tenant Improvements are Substantially Complete. Once the County is satisfied that the Tenant Improvements appear to be Substantially Complete, the County will so indicate by countersigning the Completion Notice. The Premises will be deemed delivered to County on the day that the County countersigns the Completion Notice (the “**Commencement Date**”).

- III. Punchlist. The County has 60 days from the Commencement Date to provide Lessor with a written list of any items that are defective or incomplete (a “**Punchlist**”). The County’s failure to specify a item on the Punchlist, however, does not waive Lessor’s obligation to construct the Tenant Improvements in accordance with this lease. Lessor shall remedy all items on the Punchlist as soon as practicable and in any event within 30 days of Lessor receiving the Punchlist. If Lessor fails to remedy all items on the Punchlist within the 30-day period (exempt as to items, if any, that require more than 30 days to complete), then County may, upon 20 days prior notice to Lessor, complete any Punchlist items and deduct the cost of such work from the Rent next coming due under the lease.

EXHIBIT A-1

SPACE PLAN

SPACE PLAN

2255 CONTRA COSTA BLVD.  
SUITE 202  
PLEASANT HILL, CA

1/8" = 1'-0"

