

LEASE

303 41st Street,
Richmond, California

This lease is dated August 12, 2025, and is between the County of Contra Costa, a political subdivision of the State of California (“**County**”), and YES Nature to Neighborhoods, a California public benefit nonprofit corporation (“**Lessee**”).

Recitals

- A. The County is the owner of the property located at 303 41st Street, Richmond, California, which consists of an approximately 7,571 square-foot office building and a parking lot (the “**Property**”).
- B. Lessee desires to lease from the County that portion of the building shown on Exhibit A, which consists of approximately 5,000 square feet, and the parking lot (together, the “**Premises**”).

The parties therefore agree as follows:

Agreement

- 1. Lease of Premises. In consideration of the rents and subject to the terms herein set forth, the County hereby leases to Lessee and Lessee hereby leases from the County, the Premises, subject to all easements and encumbrances of record.
- 2. Term. The “**Term**” of this lease is two years, commencing September 1, 2025, and ending August 31, 2027.
- 3. Rent. Each month during the Term, Lessee shall pay rent to the County in the amount of \$3,850, without offset or demand on or before the first day of each month. Rent for any partial month will be prorated at the rate of 1/30 of the applicable monthly rent per day. As used in this lease, “**Rent**” means all amounts due from Lessee to County under this lease, with the exception of the Security Deposit, as defined below.
- 4. Additional Payment Terms.
 - a. Late Rental Payments: In the event Lessee fails to pay County any amount due under this lease within five days after the amount is due, Lessee shall pay to County a late charge of \$100 per occurrence (the “**Late Charge**”), plus interest on the unpaid balance at a rate of 1.5% per month, from the date the payment was due and payable until paid in full. Lessee shall pay all Late Charges as additional rent on or before the date the next installment of rent is due. County and Lessee hereby agree that it is and will be extremely difficult to ascertain and fix County’s actual damage from any late

payments and, thus, that Lessee shall pay as liquidated damages to County the Late Charge specified in this Section, which is the result of the parties' reasonable effort to estimate fair average compensation for the late payment (other than attorneys' fees and costs). County's acceptance of the Late Charge as liquidated damages does not constitute a waiver of Lessee's default with respect to the overdue amount or prevent County from exercising any of the rights and remedies available to County under this lease.

- b. Form and Place of Payment: Lessee shall pay all rents and fees by personal check, certified check, or money order, payable to the County of Contra Costa, by delivering the payment on or before its due date to Contra Costa County, Public Works Department – Real Estate Division, 255 Glacier Drive, Martinez, California 94553, or at such other place as County may designate from time to time.
- c. Returned Checks: If a check written by Lessee is returned for insufficient funds, County may impose a reasonable service charge in addition to any Late Charge and in addition to any charges imposed by the bank. County may require Lessee to pay rent by certified check or money order if Lessee's bank or banks have returned one or more personal checks within the preceding 12- month period.
- d. Security Deposit:
 - i. Upon execution of this lease, Lessee shall pay the County the sum of \$3,850 by personal check, certified check, or money order as security for the faithful performance of the terms, covenants, and conditions of this lease (the **"Security Deposit"**).
 - ii. Upon the occurrence of a Default, as defined in Section 21, County may in its sole discretion (but is not required to) apply the Security Deposit, or any portion of it, to any expense, loss or (i) any rent or other sum owed to County, (ii) any amount that County may spend or become obligated to spend in exercising County's rights under this lease, or (iii) damage sustained by County resulting from Lessee's Default. Upon demand by County, Lessee shall immediately pay to County a sum equal to that portion of the Security Deposit expended or applied by County as provided in this subsection so as to maintain the Security Deposit at its original level.
 - iii. Upon the expiration or termination of this lease and (i) Lessee's satisfaction of the conditions set forth in Section 7. Condition of Premises, and (ii) a final accounting by County, the County will refund any remaining Security Deposit balance to Lessee, without interest. Lessee waives the provisions of California Civil Code section 1950.7, and all other provisions of law in force or that become in force after the date of execution of this lease, that provide that County may claim from the Security Deposit only those sums reasonably necessary to remedy defaults in the payment of Rent, to repair damage caused by Lessee or to clean the Premises. County and Lessee agree that County

may, in addition, claim those sums reasonably necessary to compensate County for any other foreseeable or unforeseeable loss or damage caused by the act or omission of Lessee or Lessee's officers, agents, employees, independent contractors or invitees.

5. Use. Except as otherwise provided herein, the Premises may be used by Lessee only for the purpose of developing, managing, and providing programs related to health and wellness, social justice, and youth development to Richmond youth and families focusing on experiences in nature and leadership pathways to motivate and inspire a safe and thriving community.
6. Utility Obligations. Lessee shall pay utility providers directly for all utilities used or consumed on the Premises by Lessee or its subtenants, including, but not limited to gas, water, electricity, garbage disposal, storm and sanitary sewer services, janitorial services, landscaping, and telephone services.
7. Condition of Premises. Lessee is leasing the Premises in an "as is" physical condition with no warranty, express or implied, on the part of the County as to the condition of the Improvements, the condition of the soil or the geology of the soil.
8. Maintenance and Repairs.
 - a. Structures and Grounds. The County shall, at its sole cost and expense, maintain the Premises and the improvements in good condition and repair, including:
 - i. Operating Systems. The County shall repair and maintain the electrical, lighting, water and plumbing systems in good order, condition and repair.
 - ii. HVAC Systems. The County shall maintain and repair the heating, ventilating, and air-conditioning (HVAC) systems.
 - iii. Parking and Exterior Lighting. The County shall maintain the parking lot and exterior lighting system in good order, condition and repair.
 - iv. Fire Extinguishers. The County shall provide, maintain, repair, and replace the fire extinguishers in the Premises in accordance with the direction received from the fire marshal.
 - v. Code Violations. The County is responsible for correcting any code building violations that may exist in the Premises, provided the County is not responsible for correcting building code violations that arise out of a change in Lessee's use or occupancy of the Premises.
 - vi. Refuse Disposal. The County shall provide adequate area in the parking lot for metal receptacles to be placed within the Premises for the short-term accumulation and storage of solid waste, such as rubbish, trash, and garbage.

- b. Interior of Premises. Lessee shall keep and maintain the interior of the Premises in good order, condition and repair, including all fixtures, finishes, and non-structural elements, subject to normal wear and tear, and shall promptly repair any damage caused by Lessee's use or neglect. County 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 may install and maintain an alarm system, if deemed necessary by County.
9. Covenant against Liens. Neither Lessee nor County may permit any mechanic's, material man's, or other lien against the Premises, or the property of which the Premises forms a part, in connection with any labor, materials, or services furnished or claimed to have been furnished. If any lien is filed against the Premises, or property of which the Premises forms a part, the party charged with causing the lien will cause it to be discharged, provided however, that either party may contest the lien, so long as the enforcement of it is stayed.
10. Taxes. Lessee agrees to pay before delinquency all taxes (including, but not limited to, possessory interest tax), assessments, license fees, and other charges that are levied and assessed upon Lessee's interest in the Premises, or upon Lessee's personal property installed or located in or on the Premises, by Contra Costa County or other legally authorized government authority. Lessee may pay any taxes and assessments under protest, without liability, cost or expense to the Lessor, to contest the amount in good faith.

Payment of taxes, assessments, license fees, or other charges levied and assessed upon Lessee's interest, (i) does not reduce the Rent due to the County under this lease, and (ii) is the liability of Lessee.
11. Quiet Enjoyment. Provided Lessee complies with the terms of this lease, the County covenants that Lessee will peaceably and quietly have, hold, and enjoy the Premises during the Term.
12. Assignment and Sublease. Lessee may not assign this lease or sublease the Premises or any part of it at any time during the Term.
13. Alterations and Additions. Lessee may not make any alterations, erect any additional structures, or make any improvements on the Premises without the prior written consent of the Director of Public Works or his or her designee. In the event Lessee makes alterations or constructs additions that violate the conditions contained in this lease (an "**Unauthorized Addition**"), at the County's sole discretion, Lessee shall remove any Unauthorized Addition at Lessee's sole cost and expense. If Lessee is required to remove an Unauthorized Addition, Lessee, at its sole cost and expense, shall restore the Premises to the condition that existed immediately prior to the existence of the Unauthorized Addition, or such other condition designated by the County in its election. If Lessee is not required to remove an Unauthorized Addition, the Unauthorized Additions will

remain on and be surrendered with the Premises on expiration or termination of this lease.

If Lessee wishes to make any alterations, erect any additional structures, or make any additional improvements to the Premises as provided in this Section, Lessee may not commence construction until Lessee has the prior written consent of the County. In addition, Lessee shall (i) obtain from the County an executed notice of non-responsibility, and (ii) post and record the notice of non-responsibility during construction in accordance with Civil Code Sections 8442 and 8444. Lessee shall mail a copy of the notice of non-responsibility to the County upon filing it with the County Recorder.

14. Insurance.

- a. Liability Insurance. Throughout the Term, Lessee shall maintain in full force and effect, at its sole expense, a comprehensive general liability or commercial general liability insurance program covering bodily injury (including death), personal injury, and property damage. The limits must be not less than one million dollars per occurrence and two million dollars aggregate. The policy must name the County, its officers, agents and employees, individually and collectively, as additional insureds. The liability insurance maintained by Lessee must be primary.
- b. Property Insurance. The County will maintain property insurance coverage on its real property. Lessee has no interest in the proceeds of insurance on the County's real property, improvements, equipment, or fixtures. Lessee shall sign all documents necessary or proper in connection with the settlement of any claim or loss by the County. Lessee shall maintain in full force and effect, at its sole expense, a standard All Risk policy, which may exclude earthquake and flood, to insure its own personal property, contents, improvements and betterments within or on the Premises. The coverage must be for not less than 90% of the actual cash value of the personal property. Lessee shall name the County as an additional insured and loss payee with respect to the improvements and betterments.
- c. Worker's Compensation and Employer's Liability Insurance. Lessee shall maintain in full force and effect, at its sole expense, (i) statutory California Workers' Compensation coverage including a broad form all-states endorsement, and (ii) employer's liability coverage for not less than one million dollars per occurrence for all employees engaged in services or operations at the Premises.
- d. Evidence of Insurance. Within 30 days of execution of this lease, Lessee shall provide to the County, on a form approved by the County, an original copy of a Certificate of Insurance. The Certificate of Insurance must certify that the coverage required by this lease has been obtained and remains in force for the period required by this lease.
- e. Notice of Cancellation or Reduction of Coverage. Lessee shall cause all policies it is required to obtain under the terms of this lease to contain a provision that the County

is to receive written notification of any cancellation or reduction in coverage at least 30 days prior to the effective date of such cancellation or reduction. Any such notification is to be sent to the County in accordance with Section 23. Notices.

- f. Waiver of Subrogation. Except as may be specifically provided elsewhere in this lease, the County and Lessee hereby each mutually waive any and all rights of recovery from the other in the event of damage to the Premises or any personal property that is caused by acts of God, perils of fire, lightning, and the extended coverage perils, as defined in insurance policies and forms approved for use in the State of California. Each party shall obtain any special endorsements, if required by their insurer, to evidence compliance with this waiver.

15. Surrender of Premises.

- a. Improvements.

Upon expiration, cancellation or other earlier termination of this lease, except as otherwise provided herein, title to all Improvements including all alterations or additions (including Unauthorized Additions) thereto, will automatically vest in the County and will remain on and will be surrendered with the Premises.

If the County does not desire title to any portion of the Improvements, the County shall notify Lessee in writing as soon as practicable of the Improvements to be removed by Lessee (the “**Excluded Improvements**”). Lessee shall remove the Excluded Improvements, whether above or below ground, within 30 days following the expiration, cancellation or earlier termination of this lease.

If Lessee fails to remove the Excluded Improvements, the County may remove them at Lessee’s expense, and, upon written demand by the County, Lessee shall immediately reimburse the County, in full, for all of the costs and expenses incurred by the County in removing such Improvements.

Upon expiration, cancellation, or termination of this lease, Lessee shall surrender to the County the Premises and all improvements, including alterations and additions, in good condition (ordinary wear and tear and destruction to the Premises covered by Section 19. Destruction, excepted), provided, however, if Lessee is required to remove Excluded Improvements, Lessee shall surrender the Premises within 30 days after the expiration, cancellation, or termination of this lease in good condition (ordinary wear and tear and destruction to such Premises covered by Section 19. Destruction excepted). If Lessee fails to surrender the Premises to the County on expiration, cancellation, or termination of this lease, Lessee shall defend, indemnify, and hold the County harmless from any and all claims, liability, costs, and damages resulting from Lessee’s failure to surrender the Premises, including, without limitation, claims made by a succeeding Lessee or renter.

b. Personal Property.

Title to personal property belonging to Lessee will remain in Lessee all times during the Term of this lease, and Lessee has the right at any time to remove any or all of its personal property from the Premises, provided that upon any such removal, Lessee shall repair, at Lessee's expense, any damage resulting therefrom and leave the Premises in a clean and neat condition.

If Lessee fails to remove any personal property from the Premises within 30 days after the expiration, cancellation, or termination of this lease, such personal property may be removed by the County at Lessee's expense, by charging such expense to the Security Deposit, as provided in Section 4. Additional Payment Terms. If the County's cost to remove personal property from the Premises exceeds the amount of the Security Deposit, then Lessee shall reimburse the County the difference between the County's cost and the amount of the Security Deposit, immediately upon receipt of the County's written demand therefor.

c. Effectiveness.

The provisions of this Section will survive the expiration, cancellation or earlier termination of this lease.

16. Abandonment. Lessee may not vacate or abandon the Premises at any time during the Term. If Lessee abandons, vacates, or surrenders the Premises, or is dispossessed by process of law, or otherwise, the County may deem any personal property belonging to Lessee that remains on the Premises to be abandoned.
17. Waste, Nuisance. Lessee 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 neighborhood in which the Premises is located.
18. Inspection. The County may enter the Premises at any time in an emergency and with 24 hours' notice in a non-emergency to determine that (i) the Premises is being reasonably cared for, (ii) no waste is being made and that all actions affecting the Premises are done in the manner best calculated to preserve the Premises, and (iii) Lessee is in compliance with the terms and conditions of this lease.
19. Destruction. If damage occurs that causes a partial destruction of the Premises during the Term from any cause, the County may, at its option, make repairs within a reasonable time. Partial destruction does not void this lease, except that Lessee is entitled to a proportionate reduction in Rent while such repairs are being made. The proportionate reduction in Rent is to be calculated by multiplying Rent by a fraction, the numerator of which is the number of square feet that are unusable by Lessee and the denominator of which is the total number of square feet in the Premises.

If the County does not elect to make repairs, this lease may be terminated by either party, without cost, obligation or liability to the other party, except as described herein.

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

20. Indemnification. Lessee shall indemnify, defend and hold County, its officers, agents and employees harmless from any and all claims, costs and liability, for any damage, injury or death, including without limitation, all consequential damages from any cause whatsoever, to any person or the property of any person arising directly or indirectly from or connected with this lease, Lessee's operations, or Lessee's use or possession of the Premises, save and except claims or litigation arising through the sole negligence or sole willful misconduct of County, its officers or employees, and shall make good to and reimburse County for any expenditures, including reasonable attorneys fees, County may make by reason of such matters.

21. Default.

The occurrence of any of the following events is a "**Default**" under this lease:

- a. Lessee.

- i. Lessee's failure to pay Rent within five business days after the due date.
- ii. Lessee's failure to comply with any other material term or provision of this lease if such failure is not remedied within 30 days after receipt of a written notice from the County to Lessee specifying the nature of the breach in reasonably sufficient detail (a "**Notice of Default**"). If the required cure of the noticed failure cannot be completed within 30 days, the failure to cure will not be deemed to be a default of this lease if Lessee has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible. In no event will the cure period extend beyond the 60 days after Lessee's receipt of the Notice of Default.

- b. The County. The County's failure to perform any obligation under this lease if the failure is not remedied within 30 days after receipt of a written notice from Lessee to the County specifying the nature of the breach in reasonably sufficient detail. If the required cure of the noticed failure cannot reasonably be completed within 30 days, a default will not be deemed to occur if the County has attempted to cure the failure within the 30-day period and has diligently and continuously attempted to complete the cure as soon as reasonably possible.

22. Remedies.

- a. County. Upon the occurrence of a default by Lessee, the County may reenter and repossess the Premises and remove all persons and property from the Premises, after giving Lessee written Notice of Default and in accordance with due process of law.
- b. Lessee. Upon the occurrence of a default by the County, Lessee may (i) terminate this lease by giving written notice to the County and quit the Premises without further cost or obligation to the County.

23. 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 Lessee: YES Nature to Neighborhoods
303 41st Street
Richmond, CA 94805

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

Either party may at any time designate in writing a substitute address for that set forth above and thereafter notices are to be directed to the 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 County and Lessee.
25. Holding Over. In the event Lessee remains in possession of the Premises after the expiration of the Term, such holding over does not constitute a renewal or extension of this lease, but will be construed to be a tenancy from month to month on the same terms and conditions set forth in this lease. The monthly rental due for the first 90 days during the holding over period shall be the previous rental at the end of the initial Term and thereafter the monthly rental shall be 125% of the Rent payable as of the last month of the Term.
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.

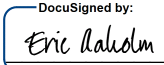
28. Severability. In the event that any provision in this lease is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this lease will not in any way be affected or impaired.
29. Entire Agreement; Construction; Modification. Neither party 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.

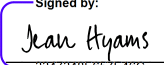
The parties are executing this lease on the date set forth in the introductory paragraph.

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

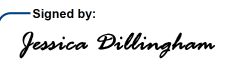
YES Nature to Neighborhoods

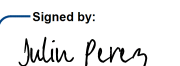
By: _____
Warren Lai
Director of Public Works

By: 
Eric Aaholm
Executive Director

By: 
Jean Hyams
Board Secretary

RECOMMENDED FOR APPROVAL:

By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL,

By: _____
Kathleen M. Andrus
Deputy County Counsel

WLP554/ T00554

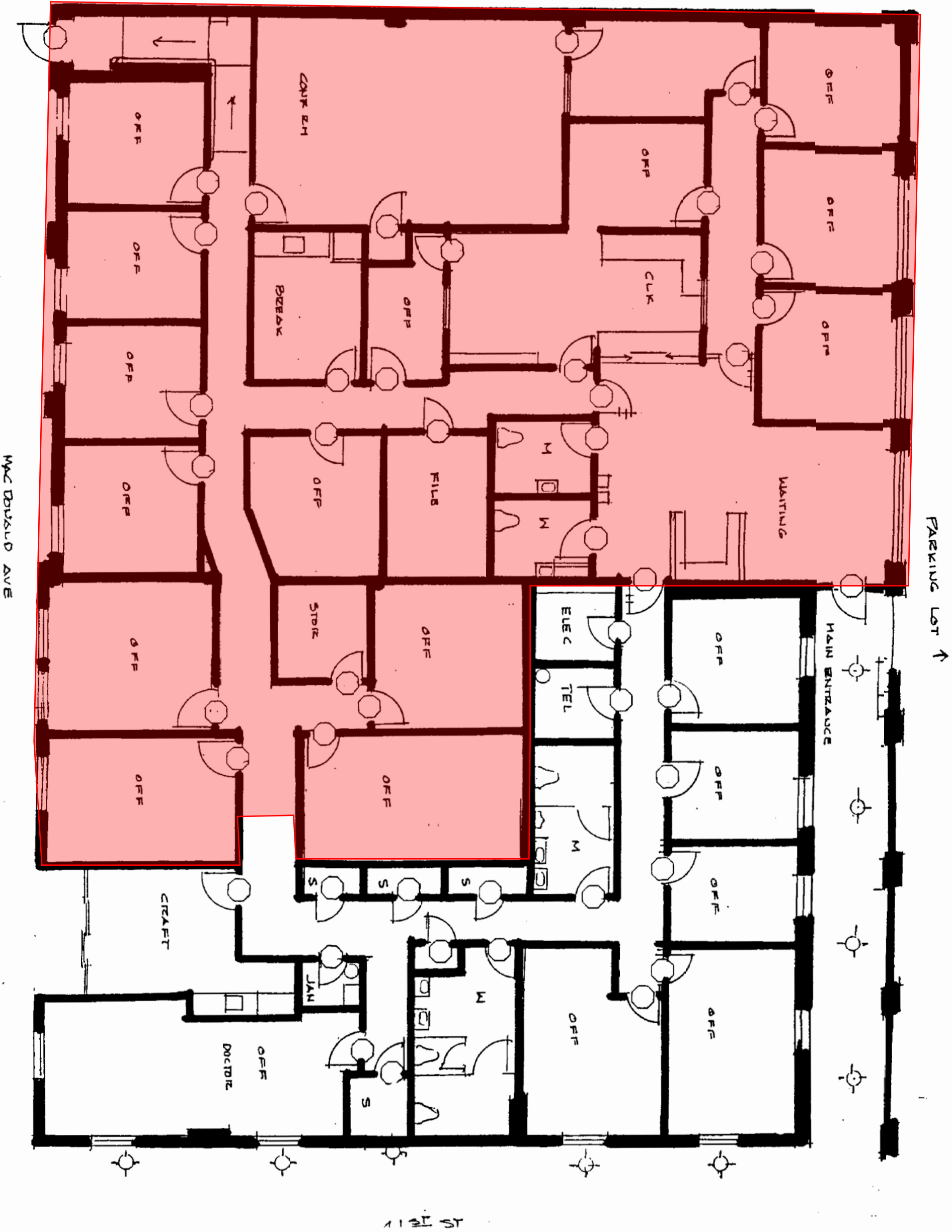
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EXHIBIT A - FLOOR PLAN

PREMISES
highlighted on red

303 41ST ST
RICHMOND

1 A 1





Legend

AMI_ASSETS: NOT Disposed - OWNERSHIP

- County
- County owned on Leased land
- County-State (State has minority stake)
- Lessee (Leased by County, NOT owned)
- Operational Agreement (Cities pay all costs, County manages)
- State
- State-County (County has minority stake)

All Assets in AMI: Building Numbers

Creeks

- Above Ground
- Under Ground
- FCROW - ALL
- QUITCLAIM
- FCD FEE TITLE
- FEE TITLE TRANSFER FROM FCD
- FCD EASEMENT
- EASEMENTS GRANTED TO OTHERS
- EASEMENTS RETURNED TO FCD
- PERMIT/LICENSE
- OTHER
- UNKNOWN
- City Legal Limits
- County Maintained Roads
- Full Parcels
- Subdivisions
- County Boundary

Image

- Red: Band_1
- Green: Band_2
- Blue: Band_3

0.0 0 0.00 0.0 Miles 1.282

WGS_1984_Web_Mercator_Auxiliary_Sphere



Notes:

This map is a user generated static output from PWMAPs. Data that appears on this map may not be accurate or current.