

## MASTER LEASE

**THIS LEASE** is entered into between the **COUNTY OF SAN LUIS OBISPO**, a political subdivision of the State of California, hereinafter referred to as “County” and **SAN LUIS COASTAL UNIFIED SCHOOL DISTRICT**, hereinafter referred to as, “Lessor”, and will replace and supersede all previous agreements between County and Lessor, with respect to the Premises hereinafter described.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

**1. Premises:** Lessor hereby leases to County, and County hereby hires and takes from Lessor, for the term, at the rental and upon the conditions hereinafter set forth, those certain premises hereinafter referred to as “Premises”, and more particularly described as approximately 13,746 square feet of improved classroom space located at 880 Manzanita Drive, Los Osos, California: Building “A” (1,029 square feet, comprised of 689 square feet of classroom, areas 1, 2, 3, 4, 5, and 7, and 340 square feet of restroom space), Building “E” Areas 1, 2, and 7 (532 square feet), Building “F” (5,879 square feet), Building “G” (1,574 square feet) and Building “H” (4,732 square feet) as depicted in Exhibit “A” (Site Plan of Premises). The restrooms in Building G are common use restrooms available for non-exclusive County use and are not a part of the County’s square footage calculation. The Premises are a part of a larger facility at 880 Manzanita Avenue, Los Osos, California and said encompassing facility is hereinafter referred to as “School Campus”.

**2. Quiet Enjoyment:** Lessor agrees to and shall on the commencement date of the term of this Lease hereinafter set forth place County in quiet possession of the Premises and shall secure to County the quiet possession thereof against all persons lawfully claiming the same during the entire term and any renewals or extensions thereof.

**3. Term:** The term of this Lease shall be for a period of two (2) years, seven (7) months, commencing September 1, 2016 and expiring April 30, 2019 (“Initial Term”). County shall have the unilateral right to terminate the Lease at any time during the Initial Term or any option periods or extension terms thereof, by providing Lessor with one hundred eighty (180) days advance written notice of County’s intention to terminate the Lease.

**4. Mutual Option to Extend:** Upon mutual written consent of the Central Services Director (“Director”), or Director’s designee, and Lessor, County and Lessor shall have the

option to renew this Lease under the same terms and conditions for two (2) additional consecutive terms of five (5) years each. Any option extension must be in writing and signed by Director, or Director's designee, and Lessor at least ninety (90) days prior to the expiration of the Lease Term or the effective extension term.

5. **Rental:** Beginning September 1, 2016, County shall pay Lessor as rent for the Premises the sum of Nine Thousand Eight Hundred Forty-Three Dollars and Ten Cents (\$9,843.10) gross per month, due and payable in advance on the first day of each month, without deduction, offset or abatement except as provided for in Paragraphs 11, 19, and 20. County may take possession prior to or later than the first day of the month, with no additional Rental amounts due. All Rental payments shall be sent to the following address:

San Luis Coastal Unified School District  
1500 Lizzie Street  
San Luis Obispo CA 93401

Beginning September 1, 2017 and every subsequent annual anniversary date thereafter ("Adjustment Date"), the preceding year's Rental shall be adjusted upward according to any percentage rise in the Consumer Price Index (CPI). The adjustment shall be by a percentage equal to the percentage increase of the Consumer Price Index between the published CPI for the most immediately available month prior to the Adjustment Date and the corresponding CPI for the same period twelve months previous. If there is a decrease or no change in the CPI, then the preceding year's rent will not be adjusted. **Annual CPI adjustment shall not exceed five percent (5%) annually.**

The term "Consumer Price Index" refers to the Consumer Price Index for Urban Wage Earners and Clerical Workers, Los Angeles - Anaheim - Riverside Statistical Area, California, based on the period of 1982-84 = 100 as published by the Bureau of Labor Statistics of the U.S. Department of Labor.

The index for the adjustment date shall be the one reported in the U.S. Department of Labor's most comprehensive official index then in use and most nearly answering the foregoing description of the index to be used. If it is calculated from a base other than the base period (1982-84=100), the base figure used for calculating the adjustment percentage shall first be converted under a formula supplied by the Bureau.

If the described index is no longer published, another generally recognized as authoritative shall be substituted by agreement of County and Lessor. If County and Lessor are unable to agree within 30 days after demand by either party, on application of either party the

substitute index shall be selected by the chief officer of the San Francisco regional office of the Bureau of Labor Statistics or its successor.

Lessor shall provide written notice to County of each adjusted rental amount on an annual basis. If the rent is not adjusted at the time for said adjustment as provided herein, County shall continue to pay the annual rent established for the prior period until such adjustment is made, at which time County shall promptly pay to Lessor any deficiency and shall henceforth pay at the adjusted rate of rent.

**6. Use of Leased Premises:** The Premises shall be used for conducting and operating therein the business of the County of San Luis Obispo. San Luis Obispo County Fire Department is the intended occupant. There is public visitation to the Premises for County programs. The Premises shall be used for training and support activities which may involve other cooperating agencies and community organizations. Lessor agrees that County shall be allowed to offer temporary use of the Premises by cooperating agencies and community organizations, and that County has the ability to charge usage fees for the temporary use of the Premises. Lessor shall be solely responsible for the procurement of any required conditional use permits or zoning changes which may be required for County's use of the Premises, except for any special conditions specifically requested and required.

**7. Taxes and Utilities:** Lessor shall pay for all utility services at the Premises with the exception of telephone service. County shall pay for telephone service. The Premises shall include access to the data distribution system. Lessor agrees that County shall have the ability to connect to Lessor's fiber optic cabling system. County shall pay all costs associated with said fiber connection. Any and all fire suppression systems and fire detection systems shall be maintained by Lessor according to requirements of San Luis Obispo County Fire Department. Lessor will pay all real property taxes and any assessments levied or assessed on the land and improvements thereon of which the Premises is a part.

**8. Insurance:**

**A. Fire Insurance.**

1) Lessor: Lessor's policy as to the building and Premises shall be primary. Lessor at its cost shall maintain during the term of this Lease on the building and Premises a policy or policies of standard fire and extended coverage insurance to the extent of at least ninety (90%) percent of full replacement value thereof.

2) County: County is presently self-insured. County at its cost shall

procure and maintain during the term of this Lease, a policy of fire insurance on County's personal property including improvements paid for by the County, within the Premises.

**B. Liability Insurance.**

1) Lessor: Lessor agrees to maintain in force throughout the term hereof, at Lessor's cost, commercial general liability insurance. This insurance shall include, but shall not be limited to, commercial general liability insurance providing protection against third party claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any act or occurrence arising out of Lessor's operations during the time of this Lease. The commercial general liability policies shall name "County of San Luis Obispo, its officers and employees" as additional insureds. The policy shall provide that the Lessor's insurance will operate as primary insurance and that no other insurance maintained by the County will be called upon to contribute to a loss hereunder.

**C. Exemption of County from Liability.**

Except for County's willful sole neglect by the County, its agents, invitees, licensees, visitors, or contractors, Lessor hereby agrees that County shall not be liable for any reason in connection with the building, including, without limitation, events that occur in the common areas, or for damage or injury caused by fire, utility outage or interruption, pipe or sprinkler leakage, or similar causes, injury to Lessor's business or loss of income therefrom or for damage to the goods, wares, merchandise, or other property of Lessor, Lessor's employees, or Lessor's invitees, in or about the Premises; nor shall County be liable for injury to the person of Lessor, Lessor's employees, or Lessor's invitees, whether such damage results from conditions arising upon the Premises or upon other portions of the building in which the Premises are a part, or from any other sources or places. County shall not be liable to Lessor for any damages arising from any act or neglect of any other tenant, if any, of the building in which the Premises are located.

**9. Indemnification:** To the fullest extent permitted by law, Lessor shall indemnify, defend, and hold harmless the County and its officers, agents, employees, and volunteers from and against all claims, demands, damages, liabilities, loss, costs, and expenses (including attorney's fees and costs of litigation) of every nature arising out of or in connection with Lessor's performance or attempted performance of any obligation or duty provided for or relating to this Lease and/or the Premises, except such loss or damage which was caused by sole negligence or willful misconduct of the County.

**10. Janitorial Services:** County shall provide janitorial service for the Premises occupied exclusively by the County.

**11. Repairs and Maintenance:** Lessor shall make all repairs listed in Exhibit "B" at Lessor's own expense. Lessor shall maintain and keep in good working condition at Lessor's own expense, the Premises including structural repairs to the interior and exterior thereof, and utility systems within the Premises, and make all repairs and replacements thereto, including the replacement of all glass and all repairs occasioned by any acts, omissions, or negligence of Lessor, its agents, invitees, licensees, visitors, contractors, or any third party.

Lessor shall put the Premises, the building, and all common areas under the control of Lessee, into a condition fit for occupation by the commencement of this Lease, and shall thereafter repair all subsequent dilapidation thereof which may render them untenable. "Untenantable" within the context of this paragraph means that the Premises, or the building, or the areas under the control of Lessor, substantially lack any one or more of the following affirmative standard characteristics:

**A.** Effective waterproofing and weather protection of the roof and exterior walls, including windows and doors.

**B.** Plumbing facilities which conform to applicable law in effect at the time of installation, maintained in good working order. County shall be responsible for clearing accessible drain obstructions.

**C.** A water supply approved under applicable law, which is under the control of the County, capable of producing hot and cold running water, or a system which is under control of Lessor, which produces hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system approved under applicable law.

**D.** Heating, Ventilating, and Air Conditioning (HVAC) facilities which conform to applicable law at the time of installation, maintained in good working order.

**E.** Electrical lighting, which conform to wiring and electrical law at the time of installation, maintained in good working order. County shall be responsible for maintaining surface mount raceway wiring and interior light bulb replacement.

**F.** Building and appurtenances and every part thereof clean, sanitary, and free from accumulations of debris, filth, rubbish, garbage, rodents, and vermin; and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin. County shall be responsible to keep canopied

walkways and other flatwork adjacent to the Premises clean, sanitary, and free from accumulation of debris, filth, rubbish, garbage, rodents and vermin.

**G.** Floors, stairways, ramps, and railings maintained in good repair. Additionally, Lessor shall, at Lessor's expense, maintain and keep the Premises and every structural portion thereof in a good state of repair during the term of the Lease and any extensions or renewals thereof.

If Lessor fails or neglects to repair as set forth above, within thirty (30) days plus any additional period reasonably required by the circumstances after County's notice to Lessor of the need for repairs, County may repair the same and deduct the expenses of such repairs from the rent to the lawful extent without waiver; or County may, at its option, vacate the Premises, in which case County shall be discharged from further payment of rent, or performance of other conditions, and this Lease shall automatically terminate on the date that County vacates Premises. For the purposes of this paragraph, if County acts to repair and deduct said costs on the 30th day following notice as above, County shall be presumed to have acted after a reasonable time; however, Lessor may affirmatively show the contrary to have been the case in any specific instance. No deductions are allowed to the County if the repairs necessary are as a result of acts or omissions by the County or any representative, employee, agent, invitee, licensee, visitor, or contractor.

Notwithstanding the foregoing, County shall reimburse Lessor for the cost to repair all damage caused to the interior or exterior of the building, to the extent resulting from the negligence or intentional misconduct of the County or of any of the County's agents, contractors, employees, invitees, licensees, or visitors.

**12. Surrender:** Except for modifications to be retained for the benefit of Lessor as determined at the time of termination of this Lease, County shall surrender the Premises unto Lessor on the last day of the term or sooner termination of this Lease in the same condition as when received, reasonable use and wear excepted.

**13. Improvements, Remodeling, Alterations and Additions:** County shall not make, or suffer to be made, any alterations (whether major or minor) of the Premises, or any part thereof, without the written consent of Lessor first had and obtained. **County shall be responsible to review the site Asbestos Report, available through Lessor's Director of Facilities, Operations, and Transportation, prior to any improvements, remodeling, alterations, and/or additions.** Should County request and Lessor agree to provide any

additional improvements during the term of the Lease or any extensions thereof, County shall reimburse Lessor for the approved cost of said improvements made on County's behalf, upon presentation of written documentation. Lessor shall be responsible for all applicable compliance relative to government codes and prevailing wage. Any modifications, their maintenance, custodial care, or repairs shall be the financial responsibility of County.

**Any tenant improvements constructed by Lessor exclusively on behalf of the County of San Luis Obispo, and in excess of \$1,000, shall comply with current prevailing wage laws. Lessor shall be solely liable for said compliance and shall defend and indemnify County against any claim to the contrary.**

**14. Landscaping / Grounds Maintenance:** Lessor agrees to maintain, at Lessor's sole cost and expense, all exterior landscaping, grounds, irrigation systems, and to provide parking lot repair and maintenance made necessary by normal usage.

**15. Parking:** County shall have the exclusive right to utilize all parking spaces located on the Premises as shown in Exhibit "A" (Site Plan of Premises) and utilize any unassigned parking spaces on a first come first serve basis.

**16. Assignment and Default:** County shall not assign this Lease, nor sublet the whole or any part of the Premises, without the prior written consent of Lessor which shall not be unreasonably withheld. Any attempt to do so shall be void, shall confer no rights on any third party, and shall be good cause for cancellation of this Lease by Lessor at Lessor's option. This Lease shall not be assignable by operation of the law.

**17. Right of Entry:** Lessor shall have the right with reasonable notice and at reasonable times, to inspect the Premises and to perform maintenance, repairs and improvements to the Premises or the School Campus of which the Premises is a part.

Lessor shall, with reasonable notice, at any and all reasonable times have the right to enter the Premises to inspect the same, to supply any service to be provided by Lessor to County hereunder, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility and "for lease" signs, and to alter, improve or repair the Premises and any portion of the School Campus without abatement of rent, and may erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing the entrance to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be unreasonably interfered with. For each of the aforesaid purposes Lessor shall at all times have and retain a key with which to unlock all of the doors in,

upon and about the Premises, excluding Tenant's vaults and safes, and Lessor shall have the right to use any and all means which Lessor may deem proper to open said doors in an emergency, in order to obtain entry to the Premises, and any entry to the Premises obtained by Lessor by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Premises, or an eviction of Tenant from the Premises or any portion thereof.

**18. Signs:** County at its cost shall have the right to place, construct and maintain signs at the Premises, advertising its operation on the Premises with Lessor's prior approval.

Any sign that County has the right to place, construct, and maintain shall comply with all laws, and County shall obtain any approval required by such laws. Lessor makes no representation with respect to County's ability to obtain such approval.

**19. Destruction of Premises:** If during the term of this Lease, the Premises are injured or destroyed by fire or other cause, so as to render the Premises, in County's judgement, unfit for occupancy, or so as to substantially prevent or impair, by mutual agreement of Lessor and County, County's use of the Premises for intended purposes, then this Lease shall terminate at the option of either party hereto; provided that if the Premises can be repaired to the satisfaction of County under the laws and regulations of any governmental agency thereunto applicable, using the same type of construction, within thirty (30) days or such reasonable time per circumstance up to one hundred twenty (120) days from date of occurrence with abatement of rent thereof, then Lessor may forthwith repair the same, in which event such injury or destruction shall in no way annul or void this Lease. The County shall be entitled to a proportionate reduction in the rent herein reserved corresponding to the time during which, and to the portion of the Premises of which, County shall be deprived of possession. In the event Lessor elects not to make such repairs, or in the event repairs cannot be made to the satisfaction of the County, using the same type of construction, within thirty (30) days under the laws and regulations of any governmental agency thereunto applicable, the Lease shall then terminate at the option of either party hereto. County has no right of termination if any destruction was caused by their acts or omission.

**20. Condemnation:** If the whole of the Premises shall be taken or condemned by any competent authority under power of eminent domain for a public or a quasi-public use or purpose, then the leasehold estate hereby created shall cease and terminate as of the date actual physical possession of the Premises is taken by the condemnor or the date County is required to

vacate the Premises in order to continue its business operations with minimum interruption; whichever is earlier. Compensation and damages awarded for such total taking shall belong to Lessor, except that County shall be entitled to receive any award for the taking of or damage to County's equipment, fixtures, or any improvements made by County to the Premises for which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease. Further, County shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset County's Lease with appropriate offsets on rents.

In the event that there shall be partial taking of the Premises during the lease term or any extensions or renewals thereof under the power of eminent domain, this Lease shall terminate as to the portion of the Premises so taken on the date when actual physical possession of said portion is taken by the condemnor, but this Lease shall at County's option, continue in force and effect as to the remainder of the Premises, provided, however, that the rental payable by County for the balance of the term where County elects to continue this Lease shall be abated in the proportion that the square footage of floor area of the Premises taken bears to the total floor space of the Premises at the time of such taking. In the event of such partial taking, compensation and damages for such partial taking shall belong to Lessor, except that County shall be entitled to receive any award for the taking of, or damage to, County's equipment, fixtures, and any improvements made by County to the Premises which County would have had, but for the condemnation, the right to remove on expiration or sooner termination of this Lease, and, in the event that this Lease is continued as to the portion of the Premises not taken in a suitable condition for the continuance of County's tenancy. Further, County shall be entitled to that portion of the award granted for disruption to business, business relocation costs, and similar awards to offset County's Lease with appropriate offsets on rents.

**21. Environmental Matters / Covenants Regarding Hazardous Materials:** Lessor and County shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations ("Hazardous Materials laws") relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes,"

“hazardous materials” or “toxic substances” under such laws, ordinance or regulations (collectively, “Hazardous Materials”).

Lessor and County shall further indemnify, defend, protect, and hold each other free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys fees) or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by:

(A) The presence in, on, under or about the Premises or discharge in or from the Premises of any Hazardous Materials or Lessor's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises, or

(B) Lessor's or County's failure to comply with any Hazardous Materials law. Lessor's and County's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises, and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the term of this Lease. For purposes of the release and indemnity provisions hereof, any acts or omissions of Lessor or County, or by employees, agents, assignees, contractors or subcontractors of Lessor or County or others acting for or on behalf of Lessor (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Lessor or County.

22. **Lead:** County shall assume that all ceramic tile and painted or varnished surfaces in the Premises contain detectable levels of lead which trigger compliance with California Code of Regulations, Title 8, Section 1532.1. In addition, waste products from these materials could contain lead at levels which are subject to the hazardous waste requirements in the California Code of Regulations, Title 22, Sections 66260.1-66263.12 and 66268.1-66268.124 and the Health and Safety Code Section 25163, subdivision (c). Should County perform work which disturbs these materials, it is the County's responsibility to handle and dispose of these materials in accordance with the regulations. If failure to comply with these regulations results in a site or worker contamination, County would be held solely responsible for all costs involved in any required corrective action.

23. **Holding Over:** In the event that County shall hold over after expiration of the term of the Lease or any extension or renewal thereof, with the consent, express or implied, of

Lessor, such holding over shall be deemed merely a tenancy from month-to-month on the terms, covenants, and conditions, so far as applicable, and subject to the same exceptions and reservations, as herein contained, until such tenancy is terminated in manner prescribed by law.

**24. Notices:** Any notices, demands, or communication, under or in connection with this Lease, may be served upon County by personal service or by mailing the same by certified mail in the United States Post Office, postage prepaid, and directed to County at:

County of San Luis Obispo  
Attention: Real Property Manager  
Central Services Department  
1087 Santa Rosa St.  
San Luis Obispo, CA 93408

and may likewise be served on Lessor at:

San Luis Coastal Unified School District  
Attention: Assistant Superintendent of Business Services  
1500 Lizzie Street  
San Luis Obispo, CA 93401

Either County or Lessor may change such address by notifying the other party in writing as to such new address as Lessor or County may desire used and which address shall continue as the address until further written notice.

**25. Successors:** The agreements herein made shall apply to, bind and inure to the benefit of the successors and assigns of Lessor, and the successors and permitted assigns of County.

**26. Provisions Deemed Covenants and Conditions:** The parties hereto agree that all the provisions hereof are to be construed as covenants and conditions as though the words importing such covenants and conditions are used in each instance, and that all of the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, legal representative, successors and assigns.

**27. Estoppel:** Each party, within ten (10) days after notice from the other party, shall execute and deliver to the other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of monthly rent, the dates to which the rent has been paid in advance, and the amount of any prepaid rent.

**28. Binding Effect Law:** Subject to any provisions hereof restricting assignment or subletting by County and subject to the provisions of Paragraphs 11, 19, and 20, this Lease shall

bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State where the Premises are located and any litigation concerning this Lease between the parties hereto shall be initiated in the County of San Luis Obispo.

**29. Prior Agreements:** This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease, County hereby acknowledges that neither the broker (if applicable) acting as agent for Lessor nor any cooperating agent on this transaction nor the Lessor or any employee or agents of any said persons has made any oral or written warranties or representations to County relative to the condition or use by County of the Premises.

**30. Subordination Agreement:** The County's rights under this Lease may be subordinate to any ground lease or mortgage, deed of trust or any other hypothecation or security entered after or placed upon the Leased Premises and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. County's right to quiet possession of the Leased Premises shall not be disturbed if County is not in default and so long as County shall pay the rent and observe and perform all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgage, trustee, or ground lessor shall elect to have this Lease prior to the lien on its mortgage, deed of trust or ground lease, and shall give written notice thereof to County, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

County agrees to and shall attorn to any purchaser in good faith and for value or any successor in interest of the Lessor herein.

**31. Waivers:** No waiver by Lessor of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by County of the same or any other provision. Lessor's consent to or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by County. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by County of any provisions hereof, other than the failure of County to pay the particular rent so accepted,

regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

32. **Americans With Disabilities Act:** Lessor shall be responsible for alterations necessary to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. sect. 12101 et seq., as currently enacted and in accordance with applicable laws. In accordance with Civil Code Section 1938, Lessor represents that the property:

- has not undergone inspection by a Certified Access Specialist (CASp); or
- has undergone inspection by a Certified Access Specialist (CASp), and has been determined to meet all applicable construction-related accessibility standards pursuant to Section 55.53.

33. **Rules:** County and County's agents, servants, employees, visitors, and licensees shall observe and comply fully and faithfully with all reasonable and nondiscriminatory rules and regulations adopted by Lessor for the care, protection, cleanliness, and operation of the School Campus and its Tenants and any modification or addition adopted by Lessor, provided Lessor shall give written notice thereof to County. Lessor shall not be responsible to County for the non-performance by Lessor or any other tenant or occupant of the School Campus of any of said rules and regulations.

34. **Smoking:** The entire site including the entire Premises occupied by County and County clients shall be a non-smoking building and no smoking shall be allowed in or on the Premises, including but not limited to all balconies, courtyards, walkways and parking areas leased by the County.

35. **Severability:** The invalidity of any provision of this Lease shall not affect the validity, enforceability of any other provision of this Lease.

36. **Mediation:** In the event of any dispute between the Lessor and County with regard to the provisions hereof, the parties agree to submit the dispute to a mediator to attempt resolution. The mediator shall be mutually agreed upon by both parties. Should mediation fail to resolve any and all disputes, either party retains the right to pursue the matter in the appropriate court of law.

37. **Entire Agreement and Modifications:** This Lease and the attached Exhibit "A" and Exhibit "B", made a part of this Agreement by reference, embodies the whole Lease between the parties hereto as it pertains to the subject real property and there are no promised terms, conditions, or obligations referring to the subject matter hereof, other than as contained herein.

Any alterations, changes or modifications to this Lease must be in writing and executed by both Lessor and County.

//////////NOTHING FURTHER PAST THIS POINT EXCEPT FOR  
SIGNATURES//////////

IN WITNESS WHEREOF, the parties hereto have executed this Lease this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

COUNTY OF SAN LUIS OBISPO

LESSOR:

San Luis Coastal Unified School District

By: \_\_\_\_\_  
Chairperson of the Board of Supervisors

By:   
\_\_\_\_\_  
Ryan Pinkerton  
Assistant Superintendent  
Business & Support Services

APPROVED BY THE BOARD OF SUPERVISORS

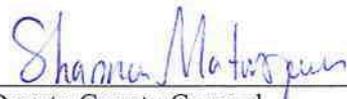
This \_\_\_\_\_ day of \_\_\_\_\_, 2016

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

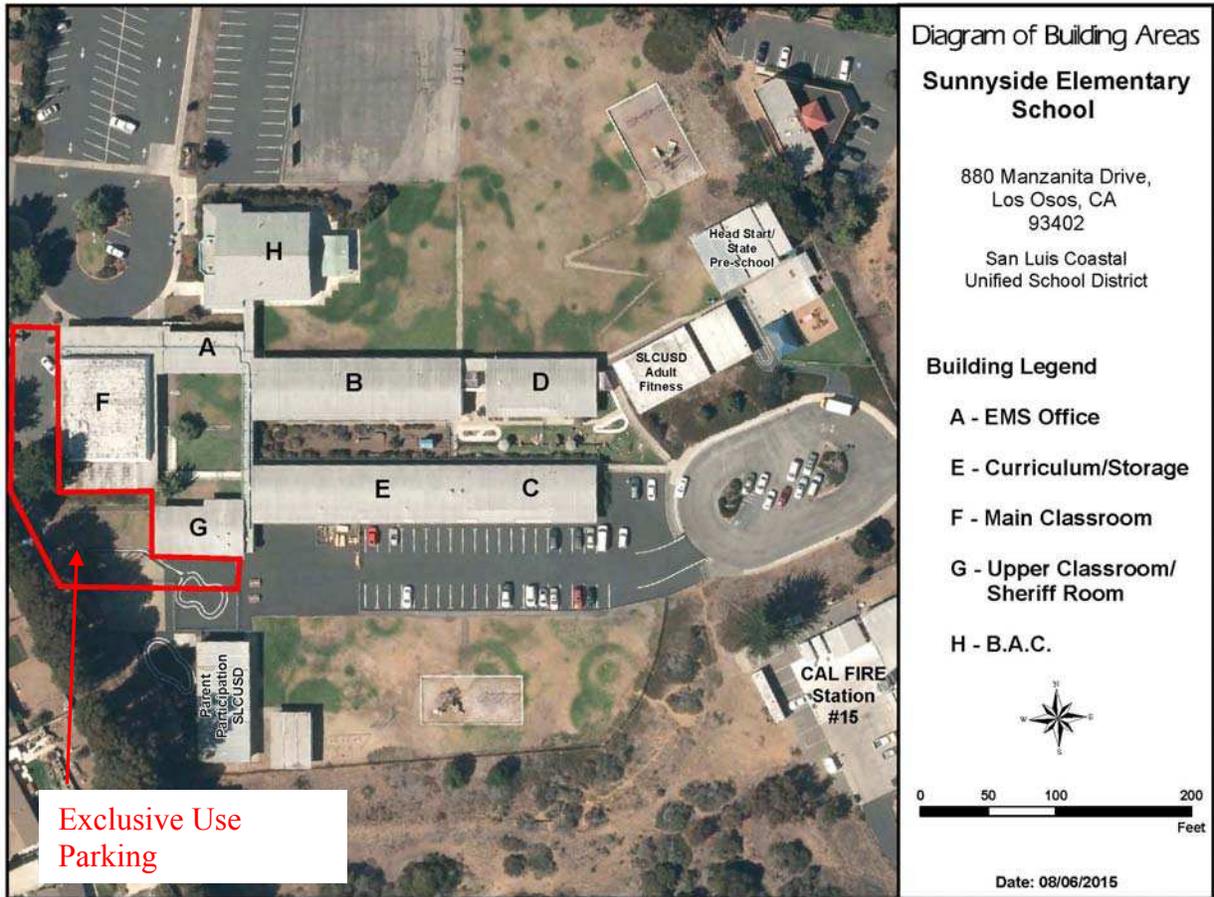
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL  
County Counsel

By:   
\_\_\_\_\_  
Deputy County Counsel

Date: 7/15/16

**Exhibit "A"**  
**Site Plan of Premises**



## EXHIBIT "B"

### Repairs to be made by Lessor

#### **Building "A":**

1. Flagpole: Lessor agrees to repair metal base of flagpole located in the courtyard with a cement base.
2. Paint: Lessor agrees to paint entire exterior of building (fascia already painted).
3. Restrooms: Lessor agrees to replace the sink in boy's bathroom and install to standard height.

#### **Building "E":**

1. Paint: Lessor agrees to paint entire exterior of building, including fascia and doors.

#### **Building "F":**

1. Paint: Lessor agrees to paint entire exterior of building, including fascia and doors.

#### **Building "G":**

1. Paint: Lessor agrees to paint entire exterior of building, including fascia and doors.

#### **Building "H":**

1. Paint: Lessor agrees to paint the fascia and doors.
2. Hot Water System: Lessor agrees to test and replace water heater if nonoperational.

#### **Building B:**

1. Paint: Lessor agrees to paint west wall facing the courtyard of Building B to cover the sun mural.

#### **Facilities - General:**

1. New Gates: Lessor agrees to install gates at Building E and the courtyard (similar to the gate at Building B and the courtyard) and between Building A and H (similar to the gate between Buildings G and E).
2. Main Entry between Buildings F and A: Lessor agrees to add a double door at entryway and wall up the open areas on both sides of the entryway. The doors will lock from the outside and include panic bars on the inside for a safety exit.