

LEASE

THIS LEASE (the “**Lease**”) is made and entered into as of _____, 2021 (the “**Effective Date**”), by and between the FAIRFIELD HOUSING AUTHORITY, a public body, corporate and politic (“**Landlord**”), and COMMUNITY ACTION NORTH BAY, a California nonprofit public benefit corporation (“**Tenant**”).

RECITALS:

A. Landlord is the owner of the real property commonly known as 710 and 724 Ohio Street and 311 and 315 Jefferson Street, in the City of Fairfield, County of Solano, State of California, more particularly described on Exhibit “A” attached hereto, together with the improvements located thereon (the “**Premises**”).

B. The Fairfield Housing Authority (“FHA”) acquired the Premises for the purpose of maintaining affordable housing for the benefit of extremely low- and very low-income residents of the City of Fairfield. The Premises currently includes four structures; a three two-bedroom triplex apartment, a six-bedroom unit, a two-bedroom w/den home, and a one-bedroom w/den home to be operated as an emergency shelter and transitional affordable housing.

C. Tenant desires to lease the Premises from Landlord for the purpose of providing only emergency shelter and transitional housing services to extremely low- and very low-income homeless and or near homeless residents.

F Landlord desires to lease the Premises to Tenant on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Landlord and Tenant agree as follows:

1. AGREEMENT OF LEASE; USE OF PREMISES.

1.1 Upon the “Effective Date” (as defined above), Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord.

1.2 Tenant shall use the Premises only for providing emergency shelter and transitional housing services to extremely low- and very low-income homeless and or near homeless residents in accordance with the covenants described in Section 21.3.

2. AS-IS. Landlord makes no representations or warranties, express or implied, with respect to the condition of the Premises, and Landlord shall have no obligation to construct any improvements on, make any alterations or repairs to, or remediate and remove any hazardous substances from, the Premises as a condition of Tenant’s occupancy of the Premises, whether or

not such improvements, alterations, repairs, remediation, or removal are required by any applicable law. This statement of condition includes any repair work completed by the FHA.

3. TERM AND COMMENCEMENT DATE.

3.1 The initial term of this Lease shall commence on the Effective Date and shall continue for one (1) year thereafter (the "Initial Term"), unless sooner terminated in accordance with this Lease.

3.2 At the expiration of the Initial Term described in Section 3.1, if Tenant is not then in default, Tenant shall have three (3) options to extend the Lease for one (1) year each. The options shall be exercised, if at all, by Tenant giving Landlord no less than sixty (60) days written notice prior to the termination of the Initial Term or an extended Term, as the case may be.

3.3 Notwithstanding the provisions of Sections 3.1 and 3.2, the Landlord may terminate this Lease upon one hundred twenty (120) days' written notice to Tenant.

4. RENT.

4.1 The monthly rent (the "**Rent**") shall be One Dollar (\$1.00) per year. The Rent shall be paid annually without notice or offset, on or before the first day of each year. This is a "triple net" lease and, in addition to paying the Rent, Tenant shall be responsible for paying all costs of maintaining and operating the Premises, including utilities, "Taxes" and "Operating Costs" (as those terms are defined below).

4.2 Provided Tenant meets and abides by the provisions set in Section 21.3 below, Landlord will continue to offer Tenant a Rent of \$1.00 per year.

5. SERVICES AND UTILITIES.

5.1 Tenant shall furnish all utilities needed by Tenant in connection with its occupancy and use of the Premises, including water, sewer, garbage, electricity, heating, and air conditioning.

5.2 Tenant shall be responsible for servicing and maintaining all of the Premises' electrical, plumbing, and mechanical systems.

5.3 Unless caused by the gross negligence or intentional misconduct of Landlord, Landlord shall not be liable or responsible for any loss, damage or expense sustained or incurred by Tenant as a result of any change, failure, interference, disruption or defect in the supply or character of any utility or service furnished to the Premises.

5.4 Tenant shall pay all Taxes and Operating Costs (as such terms are defined in Section 6 below).

6. TAXES AND OPERATING COSTS.

6.1 The term “**Taxes**” shall mean (a) all real and personal property taxes, assessments (including assessments for public works, improvements or benefits, whether or not begun or completed prior to the Commencement Date, and whether or not completed within prior to the expiration of the Initial Term or any Extended Term) and other governmental charges or levies of every kind, character and description whatsoever, that are assessed, levied or imposed by any governmental authority upon or with respect to or that may become a lien on the Premises; (b) any taxes that may be assessed, levied or imposed by any governmental authority in addition to, or in lieu of, all or any part of such real or personal property taxes, assessments, charges or levies; (c) all business, license, use or other taxes that may be assessed, levied or imposed upon the improvements on the Premises; and (d) possessory interest taxes assessed on Tenant’s leasehold interest under this Lease.

6.2 The term “**Operating Costs**” shall mean the aggregate of all costs incurred in the operation and maintenance of the Premises and shall include the repair and maintenance of air conditioning equipment, heating equipment, plumbing equipment, life safety support systems, energy management systems; wall, floor, and window coverings; pest control; water, sewer, gas, electric energy systems; and costs of building alterations, modifications, or equipment.

6.3 Tenant shall be liable for, and shall pay, any taxes levied against, or attributable to, any of the personal property of Tenant located at the Premises.

7. TENANT IMPROVEMENTS; ALTERATIONS; MAINTENANCE.

7.1 Any renovations, improvements, or alterations to the Premises (collectively, the “**Tenant Improvements**”) shall be made at the sole cost and expense of Tenant and in accordance with all applicable laws, ordinances, and regulations.

7.2 Tenant shall prepare, or cause to be prepared, plans and/or working drawings and/or specifications, to such level of detail as may be reasonably required by the Director of the Housing Services Department (“Director”), for the Tenant Improvements (the “**Plans and Specifications**”). The Plans and Specifications shall be submitted to the Director for its review and approval prior to the commencement of the Tenant Improvements. Tenant shall not commence, or cause the commencement of, the Tenant Improvements until it receives authorization to proceed therewith from the Director. The Plans and Specifications will be become the property of Landlord (for purposes of record and reference) after the Tenant Improvements have been completed.

7.3 Tenant shall be responsible for the diligent completion of the Tenant Improvements in accordance with all applicable laws, ordinances, and regulations.

7.4 Tenant shall not make any other additions, improvements, or alterations to the Premises without the consent of the Director. Any such additions, improvements or alterations to the Premises shall be made at the sole cost and expense of Tenant and in accordance with all applicable laws, ordinances, and regulations, including laws related to

accessibility for persons with disabilities and the obligation to pay prevailing wages pursuant to California Labor Code Section 1771.

7.5 Any mechanic's lien filed against the Premises for work done or materials or equipment furnished to or contracted for by Tenant shall be discharged or bonded by Tenant, at Tenant's sole cost and expense, within fifteen (15) days after the date it is filed. Landlord shall have the right to post notices of non-responsibility on the buildings.

7.6 The Tenant Improvements will be deemed to be the property of Landlord. All articles of personal property and all business and trade fixtures, private telephone systems and lines, furniture and movable partitions owned, leased, or installed in the Premises by Tenant at its sole cost and expense, shall be and remain the property of Tenant and may be removed from the Premises by Tenant at any time, unless doing so would damage the Premises or materially diminish its value. Upon the expiration or early termination of this Lease, Tenant shall remove all of its personal property from the Premises.

7.7 Tenant shall, at its sole cost and expense, maintain the Premises in a good, safe, and working condition.

8. DAMAGE TO TENANT'S PROPERTY.

8.1 Neither Landlord nor its officers, agents or employees shall be liable to Tenant for any loss of, or damage to, the personal property of Tenant located at the Premises resulting from fire, explosion, steam, gas, electricity, water or moisture in or from any part of the Premises, including its roof, walls, ceilings and floors, or from the pipes, appliances or mechanical and electrical systems in the Premises, or from any other place or from any other cause, whether or not similar to the foregoing.

8.2 Tenant shall provide prompt verbal notice to Landlord, to be followed by written notice, in the event of any material damage to the Premises or the personal property of Tenant located at the Premises resulting from any fire, accident, casualty or condition in, on or about the Premises.

9. WORKERS' COMPENSATION AND LIABILITY INSURANCE; MUTUAL WAIVER OF SUBROGATION.

9.1 Tenant shall, at its sole cost and expense, obtain and maintain an insurance policy covering all risks of direct physical loss or damage to the personal property of Tenant located at the Premises, and to all of Tenant's additions, improvements, or other alterations to the Premises, to the extent of their full replacement value.

9.2 Tenant shall maintain in full force and effect during the term of this Lease, at Tenant's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Landlord, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, death and property damage, subject to such increases in amount as Landlord may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Tenant or its agents, employees, guests, volunteers or invitees on the Premises. If the

commercial general liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required limit.

9.3 Tenant shall, at its sole cost and expense, obtain and maintain workers' compensation insurance insuring against and satisfying Tenant's obligations and liabilities under the workers' compensation laws of the State of California.

9.4 The insurance policy required to be obtained and maintained by Tenant under Sections 9.1 through 9.3, inclusive, must: (a) name Landlord as an additional insured; (b) be written as primary policy coverage and not contributing with, or in excess of, any coverage that Landlord may carry; (c) provide that the policy may not be canceled or reduced in coverage unless Landlord shall have received at least thirty (30) days' prior notice of cancellation or reduction in coverage; and (d) be issued by an insurance company with a Best's Rating of A:XII or greater. The issuance of any such insurance policy shall not be deemed to limit or restrict in any way Tenant's liability or obligations arising under, or out of, this Lease.

9.5 Tenant shall furnish Landlord with a certificate evidencing the insurance policies required to be obtained and maintained by Tenant prior to the Commencement Date and not later than thirty (30) days prior to expiration of any such policy.

9.6 Notwithstanding any other provision of this Lease, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income or additional expense, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Section 9. If required to make the foregoing waiver of subrogation binding upon their respective insurance carriers, Landlord and Tenant shall give notice to their respective insurance carriers that such mutual waiver of subrogation is contained in this Lease. Tenant agrees to cause all other occupants of the Premises claiming by, under or through Tenant to execute and deliver to Landlord such a waiver of claims and to obtain such waiver of subrogation rights endorsements.

10. COMPLIANCE WITH LAWS AND INSURANCE POLICIES.

10.1 In connection with its occupancy and use of the Premises, Tenant shall, at its sole cost and expense, promptly comply with all applicable present and future federal, state, and local laws, ordinances, and regulations and with all orders and rules of governmental authorities having jurisdiction, including compliance with any law, ordinance or regulation that requires alterations by Landlord or Tenant to the Premises.

10.2 Tenant shall refrain from restricting the use of the Premises on the basis of religion, sex, age, disability, marital status, race, color, creed, ancestry, or national origin of any person. All contracts entered into by Tenant in connection therewith shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

“There shall be no discrimination against or segregation of any person or group of persons on account of religion, sex, marital status, race, age, disability, color, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself or any person claiming under or through him, 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, subtenants, sublessees or vendees of the land.”

10.3 Tenant shall not do, omit to do, or permit to be done any act or thing in, on or about the Premises that will invalidate, or be in conflict with, any requirement, covenant or condition of any casualty insurance policy covering the Premises or the personal property therein, or that will subject Landlord to any uninsured liability to any person for personal injury, death, or property damage.

11. INDEMNITY.

11.1 Tenant agrees to protect, indemnify, defend and hold Landlord free and harmless from and against (collectively, “**Indemnify**”) any and all claims, causes of action, demands, damages, liens, liabilities, losses, costs and expenses (including reasonable attorneys’ fees) to which Landlord may be exposed or that Landlord may incur in connection with (a) an injury to, or death of, any person on the Premises, (b) a loss of, or damage to, any property occurring in, on or about the Premises, or (c) a violation of any law, ordinance or regulation applicable to the Premises or Tenant’s occupancy and use thereof (collectively, “**Losses**”). Notwithstanding the foregoing, it is the intent of Landlord and Tenant that Tenant shall be liable to Indemnify Landlord under this Section 11.1 irrespective of the cause of the Losses (i.e., regardless of whether or not caused by any act, omission, willful misconduct or negligent conduct (whether active or passive) of Tenant, or otherwise), except to the extent that the Losses are solely caused by the gross negligence or willful misconduct of Landlord, or its agents, employees and invitees.

11.2 This Section 11 shall survive the expiration or termination of this Lease.

12. LANDLORD’S ACCESS. Landlord and its employees, agents and representatives shall have the right to enter upon the buildings on the Premises after reasonable notice to Tenant.

13. ASSIGNMENT, SUBLETTING, ETC. Except for rental agreements with individual shelter or transitional housing clients, Tenant shall not assign, transfer, hypothecate or encumber this Lease, or sublet the Premises or any part thereof, or suffer or permit the Premises to be occupied or used by any other person or entity without the prior written consent of Landlord, which consent may be withheld or granted in Landlord’s sole and absolute discretion.

14. DEFAULT AND REMEDIES.

14.1 The occurrence of any one of the following shall constitute a default by Tenant under this Lease:

14.1.1 Tenant shall fail to pay Rent within five (5) business days after Tenant receives notice thereof from Landlord (provided, however, that the notice requirement contained in this Section 14.1.1 is not in addition to any legal requirement that notice be given and may be satisfied by sending the notice required by any applicable law or statute including California Code of Civil Procedure Section 1161); or

14.1.2 Tenant shall fail to perform or comply with any of the other recitals, covenants or conditions of this Lease, and such failure is not cured within thirty (30) days after Tenant receives notice thereof from Landlord; provided, however, that if the failure to perform or comply cannot reasonably be cured within thirty (30) days, Tenant shall not be in default if Tenant commences to cure the failure to perform or comply within the thirty (30) day period and diligently and in good faith continues to cure the same thereafter.

14.2 If Tenant commits an Event of Default, Landlord shall in addition to any and all other rights and remedies which Landlord may have under this Lease or by law or in equity, the remedies under California Civil Code Section 1951.2 (i.e., terminate this Lease and sue for damages) or the remedy under California Civil Code Section 1951.4 (i.e., keep this Lease in effect and sue for rent as it comes due).

14.3 Except as expressly provided herein, the various rights, options, elections, powers, and remedies of Landlord contained in this Section 14 shall not be deemed to be exclusive; they are cumulative and in addition to any other remedies, rights or priorities contained elsewhere in this Lease or now or later allowed by law or in equity.

15. NO WAIVER.

15.1 The failure of Landlord or Tenant to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease shall not be deemed a waiver by Landlord or Tenant of its right to such redress for a prior, concurrent, or subsequent violation of the same or to subsequently insist upon strict performance of any other covenant or condition of this Lease. The receipt and acceptance by Landlord of rent with knowledge of any preceding breach by Tenant of any covenant, term or condition of this Lease shall not be deemed a waiver of such breach. No provision of this Lease and no default by Landlord or Tenant hereunder shall be deemed to have been waived by the other party unless such waiver is in writing and signed by the waiving party.

16. LITIGATION EXPENSES. In the event any action, suit or proceeding is commenced under or in connection with this Lease the losing party shall pay to the prevailing party, and the prevailing party shall be entitled to an award for, the reasonable amount of the attorneys' fees, court costs and other litigation expenses incurred by the prevailing party in connection with such action, suit or proceeding.

17. SUBORDINATION.

17.1 This Lease is and shall be subordinate to any encumbrance now of record or recorded after the date of this Lease affecting Landlord and the Premises. Such subordination is effective without any further act of Tenant. Tenant shall, from time to time upon request from Landlord, execute and deliver any documents or instruments that may be required by a lender to

effectuate any such subordination. If Tenant fails to execute and deliver any such documents or instruments, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact to execute and deliver any such documents or instruments on its behalf.

17.2 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. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to deliver the certificate for the benefit of the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

18. DAMAGE AND DESTRUCTION.

18.1 Tenant agrees to promptly notify Landlord of any damage to the Premises resulting from fire, earthquake, or any other event beyond the control of Tenant (a "**Casualty**"). If a Casualty unreasonably disrupts Tenant's access to the Premises, or a Casualty results affects the structural elements of the Premises making the Premises unsafe to occupy and use, or a material Casualty occurs in the last ninety (90) days of this Lease, then either Landlord or Tenant may terminate this Lease by notice to the other. In no event shall Landlord be obligated in any manner whatsoever to repair any damage to the Premises caused by a Casualty.

18.2 The provisions of this Section 18 constitute an express agreement between Landlord and Tenant that applies in the event of any Casualty. Tenant and Landlord, therefore, fully waive the provisions of any statute or regulation, including California Civil Code Sections 1932(2) and 1933(4), for any rights or obligations concerning a Casualty.

19. EMINENT DOMAIN.

19.1 If the whole of the Premises shall be taken by eminent domain or disposed of under threat of an impending taking by eminent domain, by, or to, any public authority, this Lease shall cease and terminate one (1) day prior to the date legal title to the Premises shall vest in such authority.

19.2 If only a portion of the Premises is so taken or disposed of, Landlord or Tenant may, at its option, terminate this Lease by giving notice thereof to the other. Landlord and Tenant each hereby waive the provisions of California Code of Civil Procedure Section 1265.130, which allows either party to a lease to petition the Superior Court to terminate the Lease in the event of a partial taking of the Premises.

19.3 In any of the foregoing cases, Landlord shall be entitled to all compensation and awards arising out of or in connection with such taking or disposition, including any portion thereof attributable to the value of the leasehold estate, except that nothing herein contained shall be deemed to prevent Tenant from recovering from the taking or acquiring authority compensation for the taking of any personal property or fixtures belonging to it or for interruption or damage to its business or for moving or other expenses, to the extent any of the same are compensable by law.

20. NOTICES. Any notice, request, direction, instruction, demand, consent, authorization, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person, (b) by certified mail, postage prepaid, return receipt requested, (c) by facsimile, or (d) by a commercial overnight courier that guarantees next day delivery and provides a receipt, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

Landlord: Housing Authority of the City of Fairfield
1000 Webster Street, 1st Floor
Fairfield, California 94533
Attention: Director of Housing Services
Facsimile: (707) 428-7688

Tenant: Community Action North Bay
416 Union Avenue _____
Fairfield, California 94533
Attention: Kari Rader
Facsimile: 707-428-0468

Service of any such notice or other communications so made shall be deemed effective on the day of actual delivery (whether accepted or refused) as evidenced by confirmed answerback if by facsimile (provided that if any notice or other communication to be delivered by facsimile is unable to be transmitted because of a problem affecting the receiving party's facsimile machine, the deadline for receiving such notice or other communication shall be extended through the next business day), as shown by the addressee's return receipt if by certified mail, and as confirmed by the courier service if by courier; provided, however, that if such actual delivery occurs after 5:00 p.m. (local time where received) or on a non-business day, then such notice or demand so made shall be deemed effective on the first business day immediately following the day of actual delivery. No communications via electronic mail shall be effective to give any notice, request, direction, demand, consent, waiver, approval, or other communications hereunder.

21. ADDITIONAL COVENANTS OF TENANT

21.1 FINANCIAL STATEMENTS AND PERFORMANCE REPORT.

Tenant shall submit to Landlord an annual performance report, which includes the number of clients served and the programs and services offered within seventy-five (75) days following the end of each calendar year. Landlord has the right to require Tenant to submit quarterly financial statements including bank statements, balance sheet and cash flow information pertaining to the operation of the Premises.

21.2 NO RELOCATION BENEFITS. Tenant acknowledges that Tenant's occupancy of the Premises under this Lease terminates at the end of the lease term pursuant to Section 3.1, or as it may be extended pursuant to tenant's options in Section 3.2. Tenant therefore acknowledges that should the Lease terminate pursuant to Sections 3.1 or 3.3; Tenant shall not be entitled to relocation benefits under either state or federal relocation assistance

statutes and regulations. Tenant further acknowledges that if the Lease terminates for any other reason, no additional relocation benefits will be due because of Tenant's receipt of a substantial public subsidy in the form of below market rent it was charged over the lease term. Tenant agrees to accept that public subsidy as full payment and satisfaction of any relocation benefits it may be due and agrees that such payment may be used as a defense by the Landlord and the City, and by any of their respective subdivisions, departments, employees, agents, or representatives, against any claim by Tenant for additional state or federal relocation assistance benefits based on its occupancy of or move from the Premises. Tenant further acknowledges that it has sought and has obtained the advice of legal counsel regarding its rights hereunder.

TENANT INITIALS: _____

21.3 OPERATING COVENANT. As additional consideration, Tenant agrees to operate the Premises at all times as an emergency shelter and transitional housing for extremely low or very low-income persons whose income does not exceed the limits set forth in Sections 50105, 50079.5 & 50093 (b) of the California Health and Safety Code, effective as of July 13, 1999 and as may be amended, as further defined in Title 25, California Code of Regulations, Sections 6926, 6928, 6930 and 6932. Tenant shall comply, at its own expense, with all applicable licensing requirements related to such use of the Premises. Tenant shall also comply with all requirements stated in the Affordable Housing Covenant dated _____ ("Exhibit B") attached.

22. MISCELLANEOUS.

22.1 Words of any gender used herein shall include any other gender, and singular words include the plural, and vice versa, and "person" includes persons, firms and corporations and all other types of entities and organizations, unless in each case the sense otherwise requires. The term "**Landlord**" shall mean the owner of the Premises at the relevant time.

22.2 Tenant shall not be required to provide Landlord with a security deposit.

22.3 Time is of the essence of the notice requirements and the obligations of the parties under this Lease.

22.4 If there are any covenants yet to be performed by Tenant as of the date of expiration or termination of the term hereof, including, without limitation, the payment of Taxes, Operating Costs and Rent under this Lease as of such date, such covenants shall survive the expiration or termination of the term hereof whether or not they are then known or determined.

22.5 This Lease contains the entire agreement between the parties hereto with respect to the subject matter hereof, and any purported agreement hereafter made shall be ineffective to change, modify, discharge, or effect an abandonment of it in whole or in part unless such purported agreement is in writing and signed by the party against whom enforcement is sought.

22.6 This Lease shall be governed and interpreted in accordance with the laws of the state of California.

22.7 The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal.

22.8 The section headings are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope of any section of this Lease nor the intent of any of its provisions.

22.9 Each party represents to the other that it has not engaged or used the services of any broker, finder, or salesperson in connection with this Lease.

22.10 This Lease may be executed in multiple counterparts each of which shall be deemed an original for all purposes.

22.11 Tenant acknowledges that the Lease may not be recorded but that a Memorandum of Lease can be at Tenant's request.

22.12 The Director of Housing Services of the Landlord shall have the authority to make all determinations, and give all consents and approvals, on behalf of the Landlord as they pertain to the Lease provided that such determinations, consent, and approvals are received by the Landlord in writing. Additionally, the Director of Housing Services may make non-substantial amendments to the Lease on behalf of the Landlord provided they are in writing and countersigned by the Tenant. Nothing herein shall obligate the Director of Housing Services to act, and the Executive Director may, in his or her absolute discretion, refer matters to the governing board of the Landlord.

22.13 CASp Disclosure. Landlord discloses that the Premises has not undergone inspection by a Certified Access Specialist as referenced in California Civil Code Section 1938 subsection (e) which provides:

“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 property, 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.”

Pursuant to the foregoing Section 1938(e), Tenant acknowledges and agrees that, if Tenant wishes to have the Premises inspected by a CASp: (i) Tenant must notify Landlord in writing; (ii) the inspection will be at Tenant's sole cost and expense; (iii) Tenant shall provide a copy of the CASp report to Landlord on completion. Should any CASp alterations be required, Tenant shall be solely responsible for the CASp alterations.

23. ENVIRONMENTAL MATTERS.

23.1 The term “**Hazardous Substance**” shall mean any pollutant, contaminant, toxic or hazardous waste, dangerous substance, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive, radioactive material, urea formaldehyde foam insulation, asbestos, PCB’s, or any other substances the removal of which is required, or the manufacture, production, generation, use, maintenance, disposal, treatment, storage, transfer, handling or ownership of which is restricted, prohibited, regulated or penalized by any federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901, et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251, et seq.), the Clean Air Act (42 U.S.C. Sections 7401, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), and the Occupational Safety and Health Act (29 U.S.C. Sections 651, et seq.), as these laws have been amended or supplemented.

23.2 Tenant shall not use, or permit others to use, the Premises for the production, generation, manufacture, treatment, transportation, storage, or disposal of any Hazardous Substance, whether or not in compliance with any and all applicable federal, state, and local environmental laws, ordinances, and regulations. Provided however, Tenant, without Landlord’s prior consent, shall be allowed (in strict compliance with all laws), to utilize ordinary quantities of Hazardous Substances customarily used in general office use and in compliance with the use of the Premises allowed herein (i.e., cleaning supplies, copier toner and similar items). Tenant shall immediately notify Landlord of (a) any release or discharge by Tenant or any other occupant of the Premises (or alleged release or discharge) of a Hazardous Substance, or (b) of any notice of violation or alleged violation of any law regarding any Hazardous Substance received by Tenant or any other occupant of the Premises.

23.3 Without limiting Tenant’s other obligations and liabilities hereunder, Tenant shall indemnify, defend, and hold Landlord its officers, tenants, and employees harmless, from and against any and all claims, damages, expenses, penalties, liabilities, and costs, resulting or arising from a breach of the covenant contained in Section 23.2.

23.4 The provisions of this Section 23 shall survive the expiration or termination of this Lease.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Landlord has caused this Lease to be executed on its behalf by a duly authorized officer, and Tenant has caused this Lease to be executed on its behalf by a duly authorized officer of Tenant, as of the day and year first written above.

[Signatures appear on the next page.]

LANDLORD:

FAIRFIELD HOUSING AUTHORITY, a public body,
corporate and politic

By: _____
Executive Director

APPROVED AS TO FORM:

RICHARDS, WATSON & GERSHON,
a professional corporation

By: _____
City Attorney

ATTEST:

By: _____
FHA Secretary

TENANT:

COMMUNITY ACTION NORTH BAY, a California
nonprofit corporation

By: _____
Name: _____
Its: _____

EXHIBIT "A"

DESCRIPTION OF PREMISES

Legal description

The land herein referred to is situated in the State of California, County of Solano, City of Fairfield, and is described as follows:

Lot 8 and 9, Block 67, as shown on that certain Map, entitled "Map of Fairfield in Solano County", made on May 4, 1859 by Em. A. D'Hemecourt, County Surveyor of Solano County, which Map was filed in the Office of the Recorder of Solano County, California on May 16, 1859 in Book 1 of Maps, Page 46.

APN: 0030-286-080 and 0030-286-070

Project description: 710-724 Ohio Street

710 Ohio Street comprises a single-family residence at the street frontage with two bedrooms, a den and two baths.

The rear structure, 311 Jefferson Street, comprises three two bedroom- one bath units.

724 Ohio Street comprises a single-family residence at the street frontage with one bedroom, a den and one bath.

The rear structure, 315 Jefferson Street, comprises one large communal type unit with six bedrooms and three baths.

EXHIBIT "B"
AFFORDABLE HOUSING COVENANTS
(Copy Attached)