



Date: August 31, 2015
To: Mayor and City Council
From: Michael Chandler, Senior Management Analyst
Subject: Chamber of Commerce Lease Amendment

Recommendation

Motion authorizing the City Manager to execute a First Amendment to Lease Agreement with the Chamber of Commerce for City Real Property Located at 603 Marina Vista Avenue.

Background

The City and the Martinez Chamber of Commerce entered into a 10-year lease for approximately 600 square feet of office space in the building located at 603 Marina Vista Avenue on September 17, 2002. The original lease expired on September 17, 2012, and went into a month-to-month tenancy until a new lease agreement was approved by the City Council on September 4, 2013 for a two-year period (October 1, 2013 – September 30, 2015).

The City's FY 2015-16 contract with the Chamber of Commerce was introduced at the July 1, 2015 Council Meeting and subsequently approved on July 15, 2015. The Chamber is currently in the process of recruiting a new Executive Director and anticipates filling the position by the end of 2015. As such, the contract as adopted contains a provision for the parties to work together upon the hiring of the new Executive Director to revise the deliverables contained within the scope of services and establish more clearly defined qualitative and quantitative measures.

The City recommends extending the Lease Agreement on the same terms and conditions for an additional six (6) month period to March 31, 2016, to afford the parties adequate time to complete the aforementioned revisions to the Chamber's contract.

Fiscal Impact

No fiscal Impacts.

Attachments

- First Amendment to Lease Agreement
- Lease Agreement

APPROVED BY:


Rob Braulik, City Manager

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to the Lease Agreement is made effective as of _____, 2015, by and between the City of Martinez, a municipal corporation (“City”) and the Martinez Area Chamber of Commerce, a non-profit corporation organized under the laws of the State of California (“Chamber”).

RECITALS

- A. **WHEREAS**, the City and Chamber entered into a Lease on September 17, 2002, in which City leased to Chamber a portion of the building located at 603 Marina Vista Avenue, Martinez, CA (“Original Lease”); and
- B. **WHEREAS**, the City and Chamber entered into a new lease for the same space on October 9, 2013, for the period of October 1, 2013 to September 30, 2015 (“Lease Agreement”); and
- C. **WHEREAS**, the City has also entered into an Agreement for Professional Services the Chamber dated July 1, 2015, whereby the Chamber provides various services to benefit the economic health of Martinez, provide a better experience for visitors, and promote tourism (“Service Agreement”); and
- D. **WHEREAS**, the Chamber is currently in the process of recruiting and selecting a new Executive Director and anticipates filling the position by the end of 2015; and
- E. **WHEREAS**, the parties agreed to revise the scope of service and deliverables to be provided pursuant to the Service Agreement upon the hiring of the Chamber’s new Executive Director to establish more clearly defined qualitative and quantitative measures, as specified in the FY 2015-16 annual contract adopted by the Martinez City Council on July 15, 2015; and
- F. **WHEREAS**, the parties have agreed that extending the Lease Agreement on the same terms and conditions for an additional six (6) month period to March 31, 2016, is appropriate until such time as the aforementioned scope of services and deliverables to Chamber’s Service Agreement have been modified; and

NOW THEREFORE, in consideration of the mutual promises and conditions as set forth herein, City and Chamber agree as follows:

- 1. Section 2 A.1 of the Lease Agreement is hereby added to read as follows:
 - 1) **OPTION TO EXTEND:**

Notwithstanding Section 2 A above, upon the mutual written consent of City and Chamber, the Term of this Lease may be extended for an additional six (6) month period, commencing on October 1, 2015 and terminating on March 31, 2016.

2. Except as amended as set forth in this First Amendment to Lease Agreement, the terms and conditions of the Lease Agreement shall remain in full force and effect.

CITY OF MARTINEZ

BY: _____
ROB BRAULIK, CITY MANAGER

APPROVED BY CITY COUNCIL MOTION ON SEPTEMBER 16, 2015

ATTEST: _____
MERCY G. CABRAL, DEPUTY CITY CLERK

CHAMBER

BY: _____

LEASE

THIS LEASE AGREEMENT is made and entered into this 9th day of October, 2013, by and between the City of Martinez, a municipal corporation ("City") and the Martinez Area Chamber of Commerce, a non-profit corporation organized under the laws of the State of California ("Chamber").

RECITALS

- A. City is the owner of real property ("Real Property") located at 603 Marina Vista Ave., Martinez, CA, Assessor Parcel Number 372-270-002 as shown in **Exhibit A**, attached hereto and incorporated herein by reference, and the building located on the Real Property ("Building"). The Real Property and the Building are collectively referred to herein as the "Property."
- B. On September 17, 2002, City entered into a Lease with Chamber in which City leased a portion of the Property to Chamber consisting of approximately 600 square feet of office space (the "Original Lease"). The Original Lease expired on September 17, 2012, and has been on a month-to-month tenancy per the terms, conditions and obligations contained in the Original Lease.
- C. City desires to continue to lease to Chamber said approximately 600 square feet of office space, for the term and subject to the terms, covenants, agreements, and conditions in this Lease. Upon the execution hereof, the terms, covenants, agreements and conditions in this Lease shall supercede those contained in the Original Lease and shall constitute the agreement of the Parties relating to the Property.

AGREEMENT

1. Premises

A. The City does hereby lease to Chamber approximately 600 square feet of office space located which represents a portion of the Building located on the Property. The premises subject to this Lease are more particularly described in **Exhibit B**, attached hereto and incorporated herein by reference ("Premises").

B. In addition to the Premises, Chamber employees and visitors shall have the non-exclusive right to park in the Parking Area as designated in **Exhibit C**, attached hereto and incorporated herein by reference, subject to such rules, regulations and restrictions as may be imposed by the City, in the City's sole discretion at any time during the Term of this Lease.

2. Term

A. The Term of this Lease shall be two years, commencing on October 1, 2013 and ending on September 30, 2015. If Chamber shall hold over and continue in possession of the Premises after the expiration of the Term of this Lease, Chamber's continued occupancy of the Premises shall be deemed a month-to-month tenancy subject to the terms, conditions and obligations contained in this Lease.

B. The Chamber may terminate this Lease at any time during the Term hereof by providing the City Manager with 30 days advance written notice.

C. The City may terminate this Lease at any time and upon ten (10) days written notice if the Chamber fails to perform, keep and observe any of the terms or conditions of this Lease.

D. The City Council may also terminate this Lease at any time during the Term hereof should the City Council determine that the Premises is necessary for another public purpose. If the City Council decides to terminate on this basis, the City shall provide the Chamber with a minimum 90 day written notice.

E. Upon the expiration or earlier termination of this Lease, the Chamber shall remove all personal property, goods, and chattel belonging to the Chamber. In addition, and at the written election of the City, the Chamber shall remove all structures and fixtures constructed, installed or erected by or on behalf of Chamber upon the Premises or the Property. In the event the Chamber does not remove all of its, personal property, goods, and chattel and or any structures or fixtures

elected for removal by the City, after written notice from the City Manager to do so, the City, at its option, may deem such property to be abandoned and the City may either retain such property or have the same removed from the Premises and Property. If the City chooses to have such property removed, all of the costs of removal shall be the sole obligation of the Chamber.

3. Rent

Chamber shall pay rent to the City in the amount of One Dollar (\$1.00) per annum payable on July 15 of each year.

4. Use

The Premises shall be used for general office purposes in connection with Chamber business and for no other use or uses without the prior express written consent of the City Manager.

5. Utilities

At its sole cost and expense, the Chamber shall make arrangements and pay for all utility services, including, but not limited to, gas, electrical, water, sewer, television, satellite, cable, internet, DSL, and garbage services necessary for the Chamber's occupancy and use of the Premises.

6. Repair and Maintenance

A. Chamber shall, during the term of this Lease, maintain the leased Premises in a good, clean, and safe condition and shall on expiration or earlier termination hereof, surrender the leased Premises to the City in as good condition and repair as existed on the commencement date of the Original Lease, reasonable wear and tear excepted. The Chamber shall, at the Chamber's own expense, repair all deteriorations or damages to the Premises occasioned by the Chamber's lack of ordinary care.

B. Chamber shall be solely responsible to maintain and repair any improvements, fixtures, trade fixtures, equipment and personal property of any kind or nature whatsoever, owned or located on the Premises or Property by Chamber.

C. Chamber shall be responsible at its own expense to provide janitorial services for the Premises in a manner sufficient to maintain the Premises in a first-class manner.

7. Alterations and Improvements

Chamber shall not construct or cause to be constructed any improvements, additions, alterations, repair or changes to or on the Premises or Property without the prior written consent of the City. City may refuse permission for the construction of any proposed improvement, addition, alteration, repair or change, in its sole and absolute discretion. Any decision of City in such regard shall be final.

If City approves said proposed construction, Chamber shall file in orderly succession all plans, specifications and construction cost estimates with the City for review and approval. No construction shall begin until the final plans and specifications have been approved by City. Chamber shall comply with any and all conditions placed upon said construction by City, which may include but not be limited to, conditions relating to design, cost, bidding, insurance, improvement security, etc. Chamber further agrees to keep City apprised of the progress of the work to the end that City may provide timely inspection to assure proper safeguarding of such all improvements to be constructed and all City owned improvements occurring on or near the Premises or Property.

In the event that any City owned improvements may be damaged as a result of said construction, Chamber agrees to repair such damage immediately at no cost to City, or, in the event Chamber does not so repair said damage immediately and to City's satisfaction, City may enter upon the Premises to make such repairs, the cost of which shall be paid by Chamber immediately upon demand.

No construction shall be commenced upon the Premises by Chamber until City has approved such construction as set forth herein and until Chamber has secured and submitted to City performance bonds and labor and material bonds in the amount of the total estimated construction costs of improvements to be constructed by Chamber. Said bonds must be issued by a company qualified to do business in the State of California and be in a form acceptable to City.

8. Indemnification

A. Chamber shall indemnify, defend, protect, and save harmless City and City's officials, officers, employees, and agents, from and against all liabilities, suits, obligations, fines, damages, penalties, demands, claims, costs, charges and expenses, including without limitation reasonable fees of attorneys, architects and consultants, which may be imposed upon or incurred by or asserted against City and arising directly or indirectly out of the activities of Chamber arising out of or relating to this Lease and/or any of the following except to the extent caused by the gross negligence or willful misconduct of City or City's breach of any of its obligations under this Lease:

1) any work, act or event occurring on the Premises, or any part thereof, or any work, act or event occurring in any area adjacent to the Premises and related to the activities of Chamber or Chamber's agents;

2) any use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Premises, or any part thereof by any person or entity;

3) granting and performance of this Sublease or arising from the use and operation of the Premises or any defect in any part thereof;

4) any act, error or omission on the part of Chamber or any of Chamber's subtenants, contractors, employees, agents, licensees or invitees;

5) any lien or claim which may be alleged to have arisen against or on the Premises or Property under the laws of the State of California or of any other governmental authority;

6) any breach by Chamber of any of its representations and/or obligations under this Sublease;

7) any failure by Chamber to keep, observe and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in any contract or agreement affecting the Premises, including this Lease, which Chamber is required to keep, observe or perform; and

8) any violation of any Environmental Law, applicable fire safety, health safety, building code standard or any other standard, regulation or law by Chamber.

B. Chamber acknowledges that work which may be performed at the Premises or Property pursuant to the terms of this Lease, may be subject to the prevailing wage requirements of the State of California ("State"), and particularly its Department of Industrial Relations. In the event that said prevailing wage requirements apply to work undertaken by Chamber upon the Premises pursuant to the terms hereof, Chamber agrees to comply with same. In the event claims arise relating to Chamber's provision or failure to provide prevailing wage rates for work upon the Premises or in the event that the State, a court or other authority with jurisdiction imposes any prevailing wage requirements upon Chamber's work performed hereunder and, as a result, imposes fines, penalties and/or assessments upon Chamber and/or the City for alleged violations of such prevailing wage requirements, or as a result thereof Chamber suffers increased costs, expenses, attorneys' fees or other damages or liabilities, Chamber agrees to (i) indemnify, defend and hold the City harmless from any such claims, fines, damages, increased costs, fees, liabilities, penalties and/or assessments, as well as any costs, fees, and expenses incurred by the City in connection with any actions of the State taken in accordance with its prevailing wage laws, rules and/or regulations, and (ii) waive and release the City from any and all claims Chamber may have against the City for such fines, damages, increased costs, fees, liabilities, penalties and/or assessments, including claims Chamber may have under Cal.Labor Code §1781.

C. Environmental Provisions

1. Chamber shall comply with all Environmental Laws affecting or relating to the Premises and shall not perform, or suffer or permit to be performed, any acts, or omit or refuse to take any required actions, in violation of Environmental Laws. In addition to the foregoing, Chamber agrees as follows:

- (i) Chamber will not use the Premises or any portion of the Property, nor will Chamber permit the Premises or any portion of the Property to be used, for the purpose of refining, producing, storing, handling, transferring, processing, transporting, generating, manufacturing, treating or disposing of any Hazardous Material except in material compliance with all Environmental Laws and as necessary for the operation of Chamber's business.

- (ii) Chamber shall comply, and shall cause Chamber's employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises with Chamber's consent or knowledge, to comply, with all Environmental Laws affecting the Premises and shall notify City of any Release or violation of any Environmental Law affecting the Premises known to Chamber. Chamber shall be responsible for all liabilities arising out of violations of Environmental Laws ("Environmental Liabilities"), costs and all Remedial Actions associated with any Release or threatened Release in, over, on, under or about the Premises which is caused by Chamber or any Chamber employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises. For purposes of this Section, a "Release" shall include any Release occurring in the course of Chamber's construction activities, including any Release of pre-existing Hazardous Materials caused by such construction activities.
- (iii) In the event that a document ("Environmental Lien") is recorded or filed against the Premises or Property any portion thereof as a result of any act or omission for which Chamber bears responsibility under this Section, Chamber shall immediately notify City thereof and, within thirty (30) days from the date that Chamber receives notice that said Environmental Lien has been placed against the Premises or Property or within such shorter period of time as may be required to stay the enforcement of such Environmental Lien and to ensure that no portion of the Premises or Property shall be sold pursuant to any foreclosure of any such Environmental Lien, Chamber shall either (i) pay the claim and remove the lien from the Premises and/or Property or any portion thereof or (ii) institute at Chamber's sole cost and expense, and acting diligently and in good faith, an appropriate legal proceeding to contest, object or appeal the validity of such Environmental Lien; provided, however, that the contest, objection or appeal with respect to the validity of an Environmental Lien shall suspend Chamber's obligation to eliminate such Environmental Lien

under this subsection pending a final determination by appropriate administrative or judicial authority of the legality, enforceability or status of such Environmental Lien.

- (iv) Chamber shall cause all of Chamber's employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises to comply in all material respects with the representations, warranties and covenants contained in subsections (i) through (iii) above.

2. Chamber agrees to defend, indemnify and hold harmless City, its officials, officers, employees and agents, from and against any and all Environmental Liabilities, Remedial Actions and costs which result directly or indirectly from (i) any violation of any Environmental Law with respect to all or any portion of the Premises and/or Property caused by Chamber or any of Chamber's employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises; (ii) any Environmental Liability or cost and any Remedial Action associated with any Release or threatened Release in, over, on, under or about the Premises and/or Property which is caused by Chamber or any of Chamber's employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises; (iii) any breach of any warranty or representation regarding environmental matters made by Chamber hereunder; and (iv) the migration, seepage, leaching or other movement of any Hazardous Materials which have been Released onto the Premises and/or Property by Chamber or any of Chamber's employees, contractors, agents, affiliates, assigns, invitees and other persons using or occupying all or a portion of the Premises and/or Property or any portion thereof.

The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Insurance

Chamber shall maintain insurance acceptable to City in full force and effect throughout the term of this Lease. The initial policies for said insurance shall, as a minimum, provide the following forms of coverage:

A. Comprehensive Public Liability

(Covering Premises, operations, products and completed operations.)

1. Two Million Dollars (\$2,000,000) per occurrence for personal injury or death combined, single limit with an annual aggregate of five million dollars (\$5 million); and
2. Two Million Dollars (\$2,000,000) for property damage.

Each such policy shall be endorsed with the following specific language:

- (i) The City is named as additional insured for all liability arising out of the work performed by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly, or indirectly, in the performance of this Lease.
- (ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.
- (iii) The insurance provided is primary and no insurance held or owned by the City shall be called upon to contribute to a loss.
- (iv) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the City.

B. Property Insurance

Chamber shall, at Chamber's own cost and expense, secure and maintain all risk extended form insurance (including builder's all-risk insurance during the course of any construction performed by or on behalf of Chamber) coverage in an amount equal to 100% of the full replacement cost of the Improvements (including all changes in building code requirements) and Chamber's personal property and materials and supplies used at the Property (including all changes in code requirements) and covering course of construction exposure and all risks of direct physical loss (including flood and losses occasioned by flood). Any loss

payable under any policy described in this Section shall be used to rebuild and/or repair the damaged portions of the Premises, Improvements and Chamber's personal property. The insurer shall waive all rights of subrogation against City. The City shall be named a loss payee on all insurance policies covering casualty losses and builder's risk with the exception of Chamber's personal property.

C. Automobile Insurance.

Chamber shall, at Chamber's own cost and expense, secure and maintain during the entire term of this Agreement, automobile liability insurance insuring Chamber and Chamber's employees to an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

D. Fire and Extended Coverage

Chamber shall at Chamber's own cost and expense, secure, and maintain during the entire Term of this Agreement, fire and extended coverage for the Premises to include water damage and debris clean-up provisions in an amount not less than 100 percent (100%) of full replacement value of all improvements located within the Premises. The fire and extended coverage policies shall provide that any insurance proceeds resulting from a loss under said policies shall be payable jointly to City and Chamber in order that said proceeds will be reinvested in rebuilding and/or repairing the damaged portions of the Premises.

E. Worker's Compensation Coverage

Chamber shall at Chamber's own cost and expense, secure, and maintain during the entire Term of this Agreement, workers' Compensation Insurance to cover its employees, and Chamber shall require all contractors and subcontractors doing work on or about the Premises to similarly provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the contractor's or subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the City.

Said Worker's Compensation policy shall have the following endorsement:

"All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment or employment".

Certificates and endorsements in a form acceptable to the City and evidencing the existence of the necessary insurance policies shall be kept on file with City during the entire term of this Lease.

City shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of City, the insurance provisions in this Lease do not provide adequate protection for City and/or for members of the public using the Premises, City may require Chamber to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.

City shall notify Chamber in writing of changes in the insurance requirements and, if Chamber does not deposit certificates and endorsements evidencing acceptable insurance policies with City incorporating such changes within sixty (60) calendar days of receipt of such notice, Chamber shall be in default without any further notice to Chamber, and City shall be entitled to all legal remedies.

The procuring of such required policies of insurance shall not be construed to limit Chamber's liability hereunder, nor to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policies of insurance, Chamber shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Lease or with the use or occupancy of the Premises and/ or any portion of the Property.

10. Assignment and Subcontracts

This lease and any of the rights and privileges provided for herein shall not be transferred, assigned, or subleased by the Chamber without the Chamber first having obtained the written consent of the City Manager to do so, which consent may be withheld for any reason or no reason whatsoever is the sole discretion of the City.

11. Ordinances, Laws and Regulations

The Chamber shall abide by the ordinances and regulations of the City of Martinez and the laws and regulations of the State of California and of the United States with regard to the use of the Premises.

12. Inspection by City

The Chamber shall permit the City's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Chamber is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be necessary to protect the City's interest in the Premises.

13. Taxes

Chamber acknowledges and understands that this Lease creates a possessory interest in real property that may be subject to real property or other taxation in accordance with Section 107.6 of the California Revenue and Taxation Code. Chamber shall pay any and all taxes (including any possessory interest tax), assessments, and other charges of any description levied or assessed against or on the Premises or Chamber's use of the Premises or any portion thereof, and any interest thereon, during the term of this Lease by any governmental agency or entity. Any and all taxes and assessments and installments of taxes and assessments required to be paid under this Lease by Chamber shall be paid at least ten (10) days before each such tax, assessment, or installment of tax or assessment becomes delinquent.

Chamber shall defend, indemnify, and hold City, including the Premises and any Improvements now or hereafter on the Premises, free and harmless from any liability, loss or damage resulting from any taxes, assessments or other charges required by this Section to be paid by Chamber and from all interest penalties, and other sums imposed thereon and from any proceedings to enforce collection of any such taxes, assessments, or other charges.

Should Chamber fail to pay within the time specified in this Section any taxes, assessments or other charges required by this Section to be paid by Chamber, City may, but is not obligated to, without notice to or demand to Chamber, pay, discharge or adjust such tax,

assessment or other charge for its benefit. In such event, Chamber shall promptly, on written demand of City, reimburse City for the full amount paid by it in paying, discharging or adjusting such tax, assessment or other charge together with interest thereon at the rate of ten percent (10%) per annum from the date of payment until the date of repayment.

14. Non-Discrimination

Chamber, its officers, members, successors, assigns shall not discriminate against and person or class of person in the providing of admission or service hereunder, or use and occupancy of the Premises, on the basis of such person's race, color, creed, religion, national origin, ancestry, sex, age or physical disability. Chamber shall include in any subcontract a nondiscrimination clause forbidding discrimination against any person in the providing of service hereunder because of such person's race, color, creed, religion, national origin, ancestry, sex, age or physical disability. Chamber shall make its accommodations and services available to the public on fair and reasonable terms.

15. Waiver of Breach

The waiver by the City of any breach by Chamber of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent default or breach by Chamber either of the same or a different provision of this lease.

16. Authorization and Parties Bound

A. The parties executing this lease warrant that they have been duly authorized to execute this lease on behalf of the entity which they each represent and that this lease shall constitute a binding obligation on the entities they represent.

B. This Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but nothing in this paragraph shall be construed as a consent by the City to any assignment or sublease of this lease or any interest thereon by Chamber.

17. Notices

Notices given under the terms of this Lease must be in writing and shall be deemed properly served if such notice is hand delivered or mailed by certified mail, return receipt requested, addressed to the other party at the following address, or such other address as either party may, from time to time, designate in writing:

City: City Manager
525 Henrietta Street
Martinez, CA 94553

Chamber: Executive Director
Martinez Area Chamber of Commerce
603 Marina Vista
Martinez, CA 94553

Notices mailed in accordance with the provisions hereof shall be deemed to have been given as of the date of hand delivery or the third business day following the date of such mailing, whichever is earlier.

18. Attorney's Fees

If any litigation is commenced between the parties to this lease concerning the leased Premises, this lease or the rights and duties of either in relation to the leased Premises or the lease, the party prevailing in that litigation shall be entitled, in addition to any other relief granted, to a reasonable sum as and for its attorney fees in the litigation which shall be determined by the court in that litigation.

19. Entire Agreement

This lease contains the sole and only agreement of the parties. Any prior agreements, promises, negotiations or representations not expressly set forth in this lease are of no force or effect.

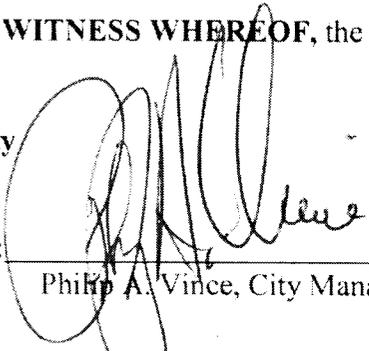
20. Amendment

This lease shall not be amended, except through a writing signed by the parties. Any amendment or addendum to this lease shall expressly refer to this lease.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures below:

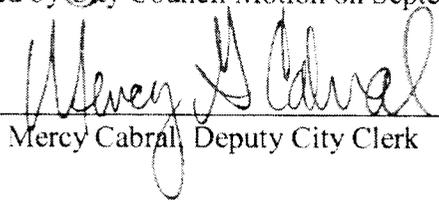
City

By:


Philip A. Vince, City Manager

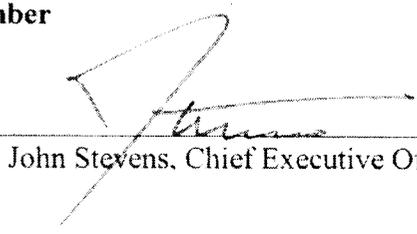
Approved by City Council Motion on September 4, 2013

Attest:


Mercy Cabral, Deputy City Clerk

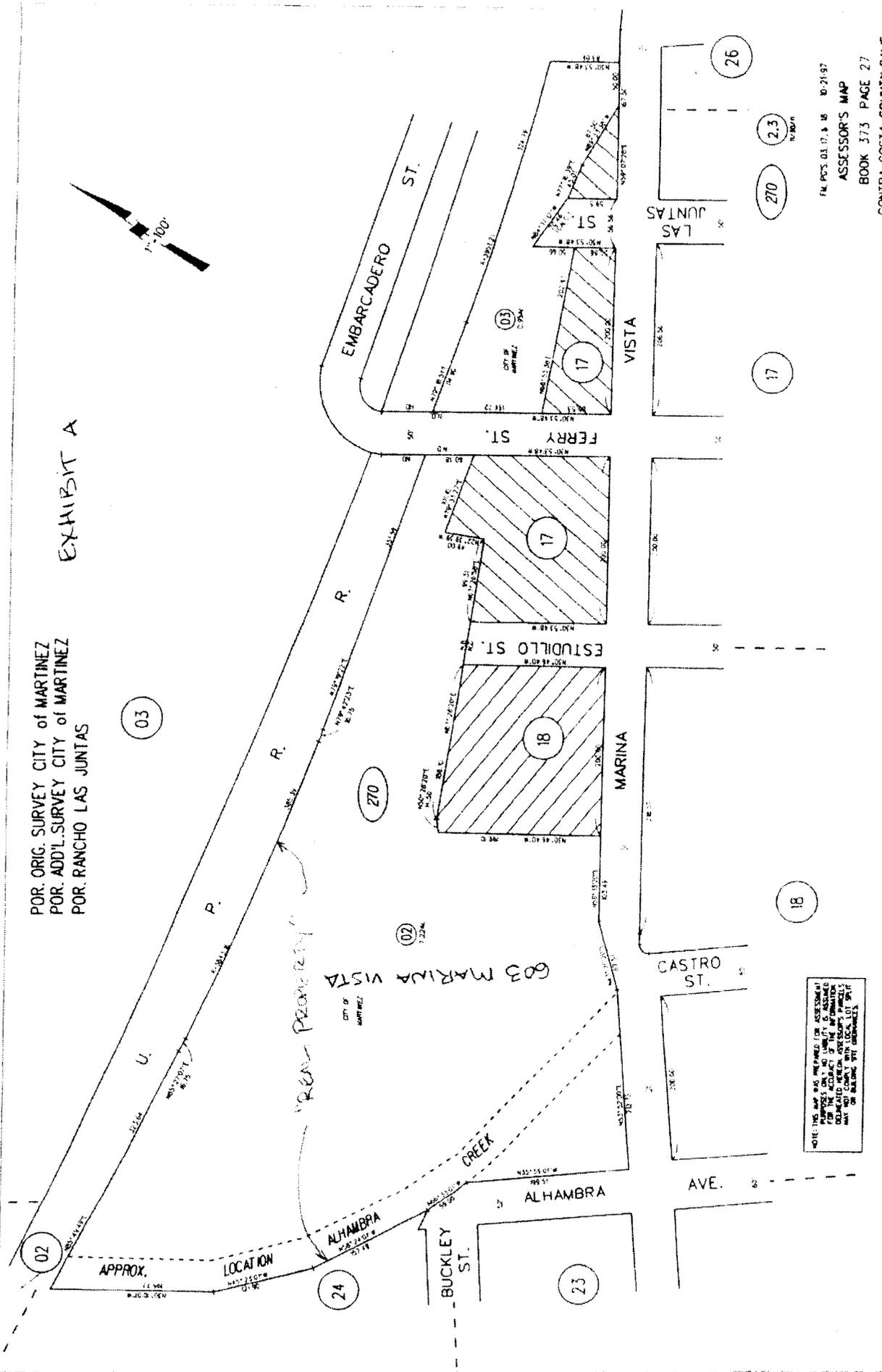
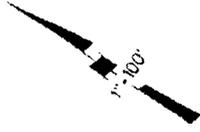
Chamber

By:


John Stevens, Chief Executive Officer

POR. ORIG. SURVEY CITY of MARTINEZ
 POR. ADD'L SURVEY CITY of MARTINEZ
 POR. RANCHO LAS JUNTAS

EXHIBIT A



NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF SAN JOSE MAY NOT CORRECT ANY ERRORS OR OMISSIONS.

FM PDS 01.07.18 10:21:97
 ASSESSOR'S MAP
 BOOK 373 PAGE 27
 CONTRA COSTA COUNTY

EXHIBIT B

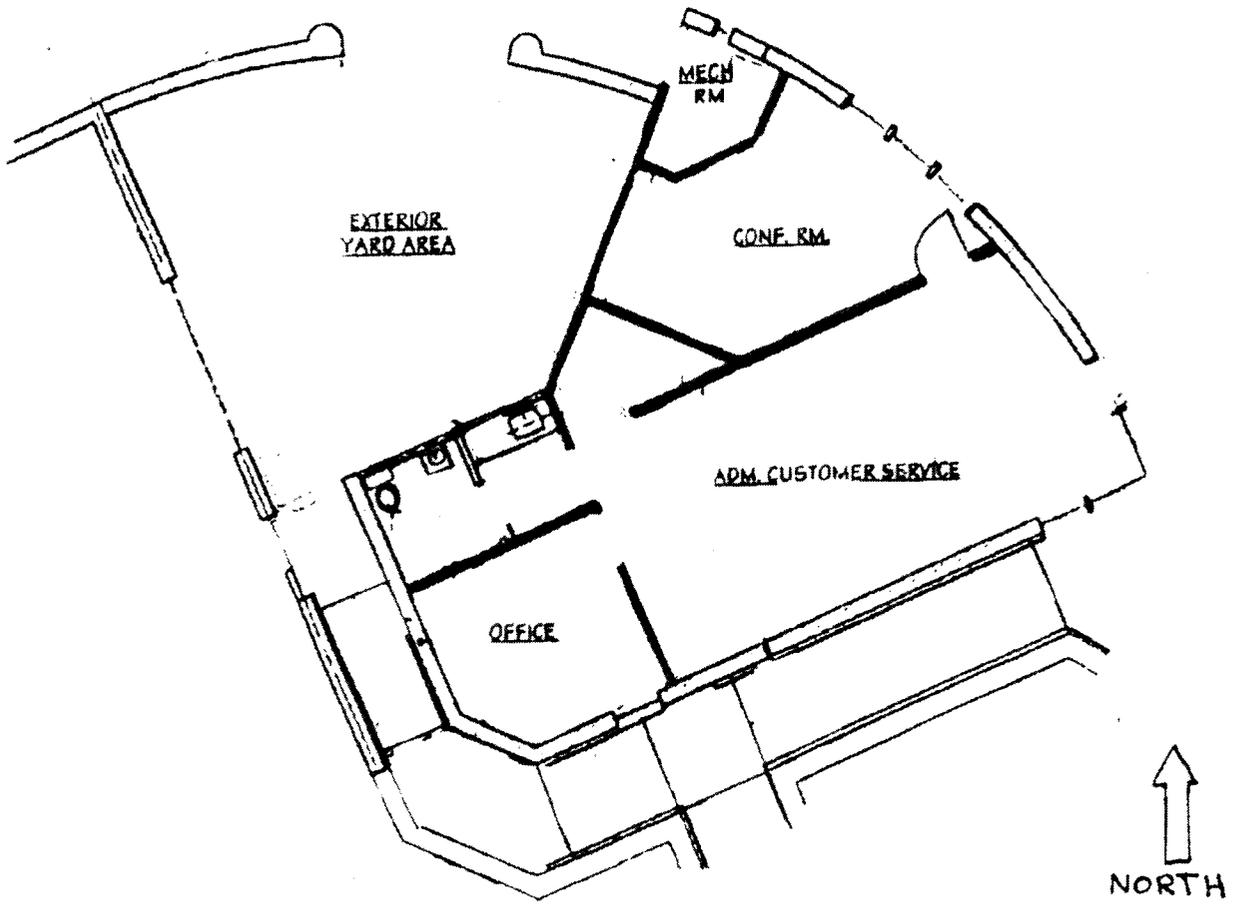
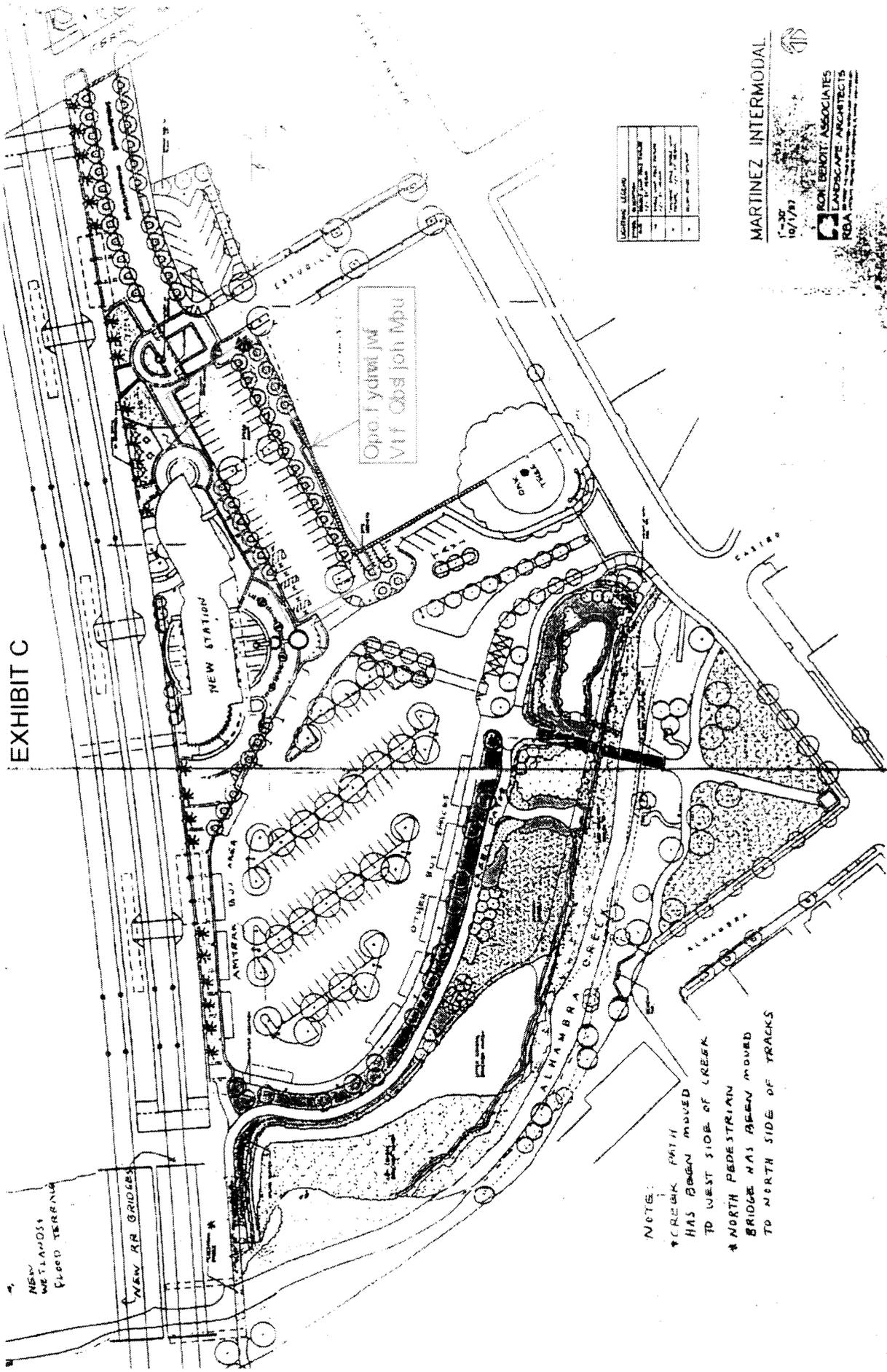


EXHIBIT C



DATE	DESCRIPTION
10/1/87	REVISED

MARTINEZ INTERMODAL

10/1/87

RON BENOIT ASSOCIATES
LANDSCAPE ARCHITECTS
RBA

NOTE:
 * CREEK PATH HAS BEEN MOVED TO WEST SIDE OF CREEK
 * NORTH PEDESTRIAN BRIDGE HAS BEEN MOVED TO NORTH SIDE OF TRACKS