

PARKING LOT LEASE AGREEMENT
[715 and 739 2nd Street]

This Parking Lot Lease (the "Lease") is entered into as of the ____ day of _____, 2026, and effective as of the 1st day of May 2026, by and between DJA Properties, LLC ("Landlord") and the City of Brentwood, a municipal corporation of the State of California ("Tenant"). Landlord and Tenant may be referred to individually as a "Party" and collectively as the "Parties."

1. Premises. The Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, that certain real property owned by Landlord in the City of Brentwood, Contra Costa County, California, commonly known as 715 and 739 2nd Street, parcel numbers 013-080-006 and 013-080-005 (the "Premises").

2. Use. Tenant shall have the exclusive right to use the Premises for public parking and related incidental uses, including but not limited to tent sales, food truck transactions, or craft fairs. Landlord shall ensure the access points to the Premises remain open, unobstructed, and accessible to Tenant at all times during the term of the Lease. Tenant's use shall include any lawful governmental or municipal purpose, including without limitation public parking, events, staging, storage, or temporary uses as determined by Tenant in its sole discretion. Landlord acknowledges and agrees that the temporary use of the Premises may occasionally include the use of areas beyond the parking stalls for tent sales, food truck transactions, craft fairs, etc., and may be used for any valid municipal purpose.

3. Term. The term of this Lease shall commence on May 1, 2026, ("Commencement Date") and shall terminate on October 31, 2026. Notwithstanding the foregoing, Tenant shall have the option to extend the term for up to three additional extension periods of six months each, upon written notice to Landlord given at least thirty (30) days prior to the expiration of the then-current term. Any such extension shall be subject to Landlord's approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord shall approve or deny such extension within five (5) days after receipt of Tenant's written notice, and failure to respond within such period shall be deemed approval. All extensions shall be on the same terms and conditions set forth in this Lease, unless otherwise agreed in writing by the Parties.

4. Rent. Tenant shall pay to Landlord monthly rent in the amount of three thousand dollars (\$3,000). Within thirty (30) days following City Council approval of this Lease, Tenant shall pay to Landlord an amount equal to six (6) months' rent, or eighteen thousand dollars (\$18,000), which shall be applied to the first six (6) months of the term. Notwithstanding the foregoing, Tenant's payment obligations are contingent upon annual appropriation of funds by the City Council. In the event funds are not appropriated, Tenant may terminate this Lease without penalty upon providing at least sixty (60) days written notice to Landlord. Rent shall be due and payable on the first day of each month during the term period.

5. Taxes and Assessments. Landlord shall be responsible for payment of all real property taxes, assessments, and other charges levied against the Premises or improvements located thereon.

6. Utilities. There are currently no utility services to the Premises. However, Tenant shall have the right, at its sole cost and expense, to install utilities to the Premises if necessary for its uses.

7. Insurance. Tenant shall maintain a program of self-insurance or participation in a municipal risk pool providing general liability coverage with limits of not less than \$2,000,000. Such coverage shall apply on a primary basis to the extent applicable to Tenant's coverage program. Tenant shall cause Landlord to be named as an additional insured with respect to liability arising out of Tenant's use and occupancy of the Premises.

8. Repairs and Maintenance.

A. Tenant Responsibilities. At all times during the term, Tenant shall, at its cost and expense, conduct routine maintenance, including maintaining the Premises in a clean and orderly condition, ensuring adequate surface conditions, and fixing any damage resulting from Tenant's use. Tenant may install and maintain temporary improvements such as striping, signage, posts, or any items necessary for Tenant's uses. Tenant shall have no obligation to make structural repairs or remediate hazardous conditions. Within ten (10) days of commencement of the term of this Lease, Tenant is responsible for installing and maintaining a barricade on the Oak Street property along the boundary abutting the two parcels subject to this Lease, as shown in Exhibit "A," attached hereto and incorporated herein.

B. Landlord Responsibilities. Landlord shall be responsible for all structural repairs, subsurface conditions, and hazardous materials not caused by Tenant. Landlord shall be solely responsible for compliance with state and federal environmental reporting, disclosure and clean-up laws to the extent applicable.

9. Assignment and Subletting. Tenant shall not voluntarily assign or otherwise transfer its interest in this Lease without Landlord's consent, which consent will not be unreasonably withheld.

10. Default. The occurrence of any one or more of the following events shall constitute a default under this Lease:

- A. Failure of Tenant to pay an installment of rent when due;
- B. Failure of either Party to perform any obligation required under this Lease; or
- C. Breach of any other specific provision of this Lease.

11. Remedies in Event of Default. In the event a default occurs due to the failure of the Tenant to make the payment of any installment of rent when due, and in the event Tenant fails to remedy such default within ten (10) days after written notice from Landlord specifying the nature of such default, then Landlord shall have the right to terminate this Lease by providing written notice to Tenant. In the event a default occurs due to breach of any other specific provision of this Lease, the defaulting Party shall have thirty (30) days after receipt of written notice to cure such non-monetary default, or such longer period as may be reasonably necessary to effect such cure, so long as the defaulting Party commences cure within such thirty (30) day period and diligently prosecutes the same to completion.

12. Ownership of Improvements. At the expiration of this Lease, any improvements installed by Tenant may be removed by Tenant prior to expiration. However, Tenant shall have no obligation to remove improvements unless specifically requested by Landlord at least thirty (30) days prior to expiration. Any improvements not removed shall become the property of the Landlord.

13. Miscellaneous.

A. Attorney's Fees. In the event any action or proceeding is initiated by either Party against the other Party to enforce, or for the breach of, any of the terms, covenants or conditions contained in this Lease, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party, as determined by the court, except as otherwise required by applicable law.

B. Waiver. No waiver of any breach of any of the terms, covenants, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

C. Lease Binding Upon Successors and Assigns. Subject to the limitations on assignment and subleasing, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and inure to the benefit of not only Landlord and Tenant, but each of their successors and assigns. Whenever in this Lease reference is made to Landlord or Tenant, the reference shall be deemed to include, wherever applicable, the successors and assigns of such Parties the same as if in every case expressed.

D. Entire Agreement. This Lease contains the entire agreement of the parties hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any Party hereto with respect to the matters covered hereby, and no other previous agreement, statement or promise made by any Party hereto which is not contained herein shall be binding or valid.

E. Indemnification. To the extent permitted by law:

- Tenant shall indemnify and hold harmless Landlord from claims arising from Tenant’s use of the Premises, except to the extent caused by Landlord’s negligence or willful misconduct.
- Landlord shall indemnify and hold harmless Tenant from claims arising from (i) the condition of the Premises, (ii) Landlord’s ownership, maintenance or failure to comply with laws, and (iii) any pre-existing environmental condition.
- Nothing in this Lease shall be construed as a waiver of Tenant’s governmental immunities under applicable law.

14. Payments and Notices. Any notice to be given or other document to be delivered by either Party to the other Party may be given by personal delivery or may be deposited in the United States mail in the State of California, with first-class postage pre-paid, and addressed to the Party for whom intended as follows:

TO LANDLORD: DJA Properties, LLC 8415 S. Valentine Ave. Fresno, CA 93706	TO TENANT: City of Brentwood Attn: City Manager 150 City Park Way Brentwood, CA 94513
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Any Party may, by written notice to the other Party, designate a different address, which shall be substituted for the one specified above. If any notice or other document is sent by registered or certified mail, as provided above, the same shall be deemed served or delivered seventy-two (72) hours after the mailing thereof.

15. Agreement Signed in Counterparts. This Lease may be signed by the Parties in one or more counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument, and the signature pages combined to create one document binding on both Parties.

16. Existing Environmental Condition of Premises. Landlord represents that, to its knowledge, there are no hazardous materials on the Premises and the Premises are in compliance with applicable environmental laws, except as disclosed in writing. Landlord shall remain responsible for any preexisting environmental conditions, whether known or unknown, and any required remediation. Tenant shall be

responsible for any environmental contamination or release of hazardous materials caused by Tenant or its agents in connection with Tenant's use of the Premises during the term. Tenant and Landlord shall comply with all applicable environmental laws and regulations in connection with the use and operation of the Premises.

Tenant understands and acknowledges that the Premises are subject to certain testing and remediation requirements by the California Regional Water Quality Control Board, Central Valley Region. Tenant agrees to allow Landlord to access the Premises throughout the term of the Lease in order to comply with certain regulatory requirements, including, without limitation, testing, repairing, maintaining or monitoring wells on the Premises and/or installing testing, repairing, maintaining or monitoring new monitoring wells on the Premises. Landlord shall indemnify Tenant for any regulatory action or cleanup obligation.

IN WITNESS WHEREOF, the Parties execute this Lease as follows:

LANDLORD:
DJA Properties, LLC

TENANT:
City of Brentwood:

*By: _____

By: _____
G. Harold Duffey, City Manager

Printed Name: _____

Title: _____

ATTEST:

**By: _____

By: _____
Amanda McVey, City Clerk

Printed Name: _____

APPROVED AS TO FORM:

Title: _____

By: _____
Thomas Lloyd Smith, Interim City Attorney