

**GROUND LEASE
by and between
the CITY OF FRESNO and
READING AND BEYOND**

This GROUND LEASE ("Lease") is made and entered into this _____ day of _____, 2026, (the "Effective Date") by and between the CITY OF FRESNO, a California municipal corporation of the State of California ("Landlord" or "City"), and READING AND BEYOND, a California non-profit corporation ("Tenant").

RECITALS

A. Landlord is the owner of record of all of that certain real property commonly known as Mosqueda Community Center (the "Property") located at 4670 E Butler Avenue, Fresno, California.

B. Tenant is in the business of providing community services for the public purposes of recreation, economic empowerment, health and wellness, educational advancements, and support of at-risk youth and families, with the mission to: "Empower children and families to achieve productive, self-reliant lives".

C. Tenant wishes to operate a licensed childcare facility (License # 103808722) out of portables and C-trains on the Property including a non-exclusive playground, kitchen and field area, as more specifically set forth herein.

D. Landlord wishes to lease a portion the Property to Tenant (the "Premises"), together with all rights, privileges, and easements appurtenant thereto, and improvements thereon, on the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease of Premises. The Landlord leases to Tenant approximately 4,420.32 square feet of exclusive property and non-exclusive use of the grounds, playground, and kitchen at Mosqueda Community Center, 4670 E. Butler Ave, Fresno, California, as described in Exhibit A.

1.1 Tenant's Acceptance of Premises "AS IS". Neither the Landlord nor any agent for the Landlord has made any representation or promise regarding the Premises, except as expressly set forth herein. The Landlord is leasing the Premises to Tenant in "AS IS" condition, subject to the Landlord's obligations to maintain only those parts of the Premises as set forth in this Agreement. Tenant has inspected the Premises and by taking possession accepts the Premises "AS IS," having exercised reasonable due diligence to discover any facts or conditions regarding the Premises that are within Tenant's attention, observation, actual and constructive notice.

1.2 Dedicated Spaces and Facilities. By way of clarification as it relates to the non-exclusive space, Tenant shall be granted access to dedicated kitchen cabinets and use of kitchen sinks and stove. In addition, in the kitchen area, Tenant shall be provided dedicated space for their refrigerator, as well as a dedicated location for Tenant's washer and dryer. Further, Tenant shall have the exclusive right to place and maintain its 20' and 40' C-trains in the exclusive area.

2. Term. The initial term of the lease is two (2) years and 364 days years with two (2) options to extend for one year, unless sooner terminated in accordance with the provisions of this Lease. Either party may terminate this Agreement by giving at least one hundred eighty (180) days prior written notice thereof. The rent shall be due and payable through and including the date of termination.

3. Rent. Rent shall be payable before 5th of each month as set forth below, based on the square footage of the exclusive property only:

Year 1: \$0.77/sf - \$3,403.65/month
Year 2: \$0.80/sf - \$3,536.26/month
Year 3: \$0.84/sf - \$3,713.07/month
Year 4: \$0.88/sf - \$3,889.88/month
Year 5: \$0.92/sf - \$4,066.99/month

3.1 Late Rent. Rent is late if not paid by the 5th day of each month.

3.2 Late Fee. A \$90 late fee will apply for any payments on or after the 5th of each month.

3.3 Default. Tenant's failure to pay Rent or any other amounts within five (5) days of its due date under this Agreement shall constitute a default under section 18 of this Agreement.

3.3.1 Liquidated Damages. Failure of the Tenant to pay Rent as and when due may cause the City to incur costs not contemplated by the City when entering into this Agreement, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. If any Rent, or any other amount due under this Agreement is not received by the City as and when due, then, without any notice to Tenant, Tenant shall pay to the City an amount equal to 1.5% of the past due amount, which the Parties agree represents a fair and reasonable estimate of the costs incurred by the City as a result of the late payment by Lessee. Acceptance of the late charge by the City shall not constitute a waiver of Tenant's default for the overdue amount, nor prevent the City from exercising the other rights and remedies granted under this Agreement.

All sums of money due to the City under this Agreement not specifically characterized as Rent or as a Late Fee, shall constitute Additional Rent. Nothing contained in this Agreement shall be deemed to suspend or delay the payment of any sum of money at the time it becomes due and payable under this Agreement.

The City's acceptance of less than the full amount of any payment due from Tenant shall not be deemed an accord and satisfaction or compromise of such payment unless the City specifically consents in writing to payment of such lesser sum as an accord and satisfactory promise of the amount which the City claims.

DS Initial
SF PK _____ Initials of Tenant

4. Utilities. The Landlord will be responsible for payment of all charges for utility services to the Premises including, without limitation water, sewer, trash, gas, and electricity, Tenant's percentage share of such costs included in the total monthly rent. The Landlord shall provide the Premises with the following services: water, sewer and trash disposal. The Landlord shall not be liable for any loss, injury or damage to person or property caused by or resulting from any variation, interruption, or failure of utilities due to any cause whatsoever, and rent shall not abate as a result thereof.

Tenant shall be solely responsible for procuring and maintaining private Wi-Fi services within the Premises in the event Tenant elects not to utilize the City's public Wi-Fi network available at the center. Tenant shall likewise be solely responsible for obtaining and maintaining any telephone or data services servicing the Premises.

5. Taxes and Assessments. Tenant will pay, before delinquency, all taxes, assessments, and other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property that Tenant places in, on, or about the Premises.

Tenant shall indemnify, defend, and hold the Landlord and the Premises harmless from any liability for personal and real property taxes and assessments including, without limitation, any interest, penalty, or other expense relating to the taxes or assessments, and from any lien therefore or sale or other proceeding to enforce payment thereof.

5.1 Possessory Interest. Notification to Tenant pursuant to California Revenue and Taxation Code Section 107.6: A possessory Interest subject to property taxation may be created by entering into this Agreement and Tenant may be subject to the payment of property taxes levied on such interest. Any interest in real property which exists because of possession or exclusive use of land owned by Landlord, and any Improvements thereon, is a taxable possessory interest unless the possessor is exempt from taxation. Tenant should take a copy of this Agreement to the Tax Assessor to learn how much the Tenant will be taxed, if at all.

6. Use of Premises. Tenant shall have the right to use the Premises for operating community program purposes; provided, however, in no event shall the Premises be used for any purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance, or diminishes the value of landlord's fee estate. Tenant shall not use or permit the Premises to be used for any other purpose without first obtaining the Landlord's written consent.

Tenant must obtain prior written approval from the City's PARCS Department before using any portion of the non-exclusive premises, including the grounds,

playground or kitchen for any event.

The kitchen may be used for preschool programming, Monday through Friday between the hours of 7:30 am to 5:30 pm. Any use of the kitchen outside of those hours will require a reservation. The reservation shall be subject to applicable fees outlined in the City of Fresno Master Fee Schedule.

The playground gates must allow for exit during operating hours from 8 am to 5 pm. No device shall be installed during this time to prevent a barrier to emergency exit.

Use of other spaces on the premises (meeting rooms, social hall, etc.) are subject to availability and must be reserved in advance through the City of Fresno PARCS Department. Reservations are subject to applicable fees as outlined in the Master Fee Schedule.

Tenant shall be permitted to use designated storage space within the kitchen area, including the installation and use of a washer and dryer within one of the closets, as well as use of the cabinets and designated area for their refrigerator, all as further described in Exhibit C. Tenant will have no access to the walk-in refrigerator.

7. Title to Buildings and Improvements.

7.1 Title to all buildings, structures and improvements owned by Tenant on the Premises, shall remain in Tenant name until the termination of this Lease. Upon the termination of this Lease and if the Tenant has interest, Landlord shall have the option to purchase any buildings, structures or improvements belonging to Tenant at their fair market value or their unamortized cost, whichever is greater. Title to all such property, buildings, structures and improvements shall pass to and vest in Landlord free and clear of all liens and in good condition, reasonable wear and tear excepted.

7.2 Tenant, on termination of this Lease, shall execute and deliver any and all deeds, bills of sale, assignments, and other documents which in Landlord's sole judgment may be necessary or appropriate to transfer, to evidence or to vest in Landlord clear title to any of the property described in the foregoing subsection 7.1 located on the Premises at the time of such termination. Tenant shall deliver to Landlord on termination of this Lease originals or certified copies of any plans, reports, surveys, contracts or other items relating to the ownership or operation of the Premises.

7.3 Upon the termination of this Lease, Landlord reserves the right to require Tenant to demolish and clear the site of any buildings, structures or improvements made by Tenant, at Tenant's expense, and to restore grounds to include soil restoration and removal of any utilities.

7.4. Tenant shall not make or permit any alterations, additions, or improvements to the Premises without the prior written approval of the PARCS Director, which approval may be granted, conditioned, or withheld in the City's sole

discretion. The City, as Landlord, hereby consents solely to the existing construction and installation of the classroom portable and playground fencing, which are acknowledged and approved as of the Effective Date, and no further improvements are authorized by this clause.

8. Permits. Tenant shall obtain and pay for all permits required by any governmental authority for any work, alteration, addition, or improvement that Tenant does or causes to be done on the Premises. Before undertaking any modifications, Tenant shall first determine the existence of toxic or hazardous materials, such as asbestos, within the proposed work area. Tenant shall secure or remove such materials following local, state and federal regulations at Tenant's sole cost and expense.

9. Maintenance, Repairs, Governmental Regulations and Waste.

9.1 Tenant agrees that the Landlord will not be obligated to provide maintenance or make any repairs to the Premises or any improvements thereon. During the term of the Lease and any extension, Tenant will be responsible for any maintenance or repair to the improvements on the Premises. Tenant shall keep the Property in good, clean and safe conditions. Tenant will also adhere to food and safety standards in the shared kitchen and all equipment located therein.

9.2 Tenant shall assume all maintenance, security, repair, landscaping, and associated costs for the Premises. This includes but is not limited to keeping and maintaining all buildings and improvements now or hereafter located on the Premises and all appurtenances thereto in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas on the exclusive Premises in good and neat order and repair. Landlord shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the exclusive Premises or any buildings or improvements now or hereafter located thereon, and Tenant hereby expressly waives all right to make repairs at Landlord's expense under sections 1941 and 1942 of the California Civil Code, or any amendments thereof; and

9.3 Tenant shall comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, including without limitation, the Americans with Disabilities Act, applicable solely to any improvements, alterations, equipment, or conditions installed or created by Tenant on the Premises. Tenant shall have no responsibility for compliance with the Americans with Disabilities Act or any similar access-related laws with respect to the building, common areas, site conditions, or any other portions of the property not within the Premises. Compliance with all such laws for the remainder of the property shall be the sole responsibility of Landlord.

9.4 Landlord shall provide PG&E, water, and trash services, and shall provide landscaping, janitorial services, pest control services, security, maintenance and make any repairs the non-exclusive property (grounds, playground, and kitchen), and any improvements thereon, except as otherwise indicated below. The Landlord shall also provide ongoing maintenance and repairs

to the shared playground; however, any major repairs must be approved by both Tenants and shall be billed 50% to Tenant and 50% to the other tenant (EOC Head Start). Major repairs shall constitute as any structural issues like cracked frames, bent supports, or failing foundations; extensive surfacing problems (cracks, displacement, depth issues); complex mechanical or electrical failures; major component replacement (deck, moving parts); and hazards like entrapment/entanglement risks, requiring professional expertise for safety or repairs and replacements.

9.5 Tenant shall be responsible for janitorial, maintenance, and repairs of its exclusive and owned property, and shall maintain all Tenant-owned equipment. Tenant shall also be responsible for pest control for the portables, C-trains, and Tenant's playground areas. Tenant agrees to keep the non-exclusive property in good and clean condition after use.

9.6 The Premises has not undergone inspection by a Certified Access Specialist (CASp).

9.7 Tenant agrees it will not commit or permit waste upon the Premises.

9.8 Tenant will also provide updated lock information if codes change.

10. Damage or Destruction.

10.1 Partial Damage or Destruction. The Landlord, at its sole option, and subject to City Council's discretionary appropriation of funds, may repair the Premises or terminate this Agreement upon written notice to Tenant if the Premises are partially destroyed or damaged from any cause. If The Landlord elects to terminate this Agreement, termination shall be effective immediately. If The Landlord elects to repair or restore the Premises, it will notify Tenant within twenty (20) business days and shall complete the work within 120 days after the casualty date, and this Agreement will not terminate. Tenant shall be entitled to a proportionate rent reduction based on the extent to which the damage and the repair work interfere with Tenant's use and occupancy of the Premises for the intended use.

10.2 Tenant Waiver of Right to Terminate. Respecting any partial destruction that The Landlord elects to repair, Tenant waives any right to terminate the Agreement under California Civil Code Sections 1932 (2), or 1933 (4).

10.3 Total Destruction. If the Premises are totally destroyed, this Agreement shall terminate as of the date of the casualty.

11. Assignment and Subletting. Tenant shall not assign its interest under this Lease, or sublet any portion of the Premises, without the prior written consent of Landlord, which consent shall not be reasonably upheld.

12. Insurance.

12.1 Throughout the life of this Lease, Tenant and each of its contractors and subcontractors shall pay for and maintain in full force and effect all insurance as required in the attached Exhibit "B" or as may be authorized or required in writing by Landlord's Risk Manager or his/her designee at any time and in his/her sole discretion.

12.2 The fact that insurance is obtained by Tenant shall not be deemed to release or diminish the liability of Tenant, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify indemnitees (as defined in this Lease) shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, or its contractors or subcontractors.

12.3 Tenant is also responsible for the compliance of Tenant's consultants, contractors and subcontractors with the insurance requirements in this section, except any required certificates and applicable endorsements shall be on file with Tenant and Landlord prior to the commencement of any work or services by the respective contractor or subcontractor.

13. Indemnity.

13.1 To the furthest extent allowed by law, Tenant shall indemnify, hold harmless and defend the Landlord, and each of its officers, officials, employees, agents and volunteers (referred to collectively as the Landlord) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by the Landlord, Tenant or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and costs to enforce this agreement), arising or alleged to have arisen directly or indirectly out of Tenant's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of any part of the Premises, including any common area(s), upon which the Premises is located; or (iii) performance of, or failure to perform, this Agreement. Tenant's obligations under the preceding sentence shall apply to any negligence of the Landlord, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or by the willful misconduct of the Landlord.

13.2 Tenant acknowledges that any and all loss, liability, fines, penalties, forfeitures, costs and damages arising out of, alleged to have arisen out of, or in any way connected with the release or discharge of a hazardous substance, or the exacerbation of a potential environmental hazard, occurring as a result of or in connection with Tenant's occupancy, maintenance and/or use of the Premises, including any common area(s), upon which the Premises is located, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and

penalties imposed for the violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances relating to the environment and including any liability imposed by law or regulation, are expressly within the scope of the Indemnity set forth above.

13.3 Tenant's occupancy, maintenance and use of the Premises, including common area(s), upon which the Property is located, shall be at Tenant's sole risk and expense. Tenant accepts all risk relating to Tenant's: (i) occupancy, maintenance and/or use of the Premises; (ii) use of any part of the Premises, including any common area(s), upon which the Premises is located; and (iii) the performance of, or failure to perform, this Agreement. The Landlord shall not be liable to Tenant for, and Tenant hereby waives and releases the Landlord from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Premises, including common areas, upon which the Premises is located in any way related to the Tenant's operations and activities. Tenant shall immediately notify the Landlord of any occurrence on the Premises, including common area(s), upon which the Premises is located, resulting in injury or death to any person or damage to property of any person.

13.4 If Tenant should contract any work on the Premises or subcontract any of its obligations under this Agreement, Tenant shall require each contractor, or subcontractor to Indemnify, hold harmless and defend the Landlord and each of its officers, officials, employees, agents and authorized volunteers in accordance with the terms of the preceding paragraph.

13.5 The provisions of this Section shall survive termination or expiration of this Agreement.

14. Eminent Domain.

14.1 If the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term, or if a substantial portion of the Premises should be taken so as to materially impair the use of the Premises contemplated by Tenant, and thereby frustrate Tenant's purpose in entering into this Lease, then, in either of such events, this Lease shall terminate at the time of such taking. In such event, of the compensation and damages payable for or on account of the Property, exclusive of the buildings and improvements thereon, Tenant shall receive a sum equal to the worth at the time of the compensation award of the amount by which the fair rental value of the Premises exceeds the rental payable pursuant to the terms of this Lease for the balance of the Term; the balance of such compensation and damages shall be payable to and be the sole property of Landlord. All compensation and damages payable for or on account of the buildings and improvements located on the Property and constituting a part of the Premises shall be divided among Landlord and Tenant as follows:

14.1.1 All compensation and damages payable for or on account of buildings and improvements having a remaining useful life less than the

remaining Term as of the date of such taking and all portables installed by Tenant shall be payable to and be the sole property of Tenant; and

14.1.2 A proportionate share of all compensation and damages payable for or on account of buildings and improvements having a remaining useful life greater than the remaining Term as of the date of such taking, determined by the ratio that the then remaining Term bears to the then remaining useful life of such buildings and improvements, shall be payable to and be the sole property of Tenant, and the remaining share thereof shall be payable to and be the sole property of Landlord.

14.1.3 If less than the whole of the Premises should be taken by any public or quasi-public authority under the power or threat of eminent domain during the Term and this Lease is not terminated as provided in subsection (14.1) above, Tenant shall promptly reconstruct and restore the Premises, with respect to the portion of the Premises not so taken, as an integral unit of the same quality and character as existed prior to such taking. The Rent payable by Tenant following such taking shall be equitably reduced by agreement of Landlord and Tenant in accordance with the reduced economic return to Tenant, if any, which will occur by reason of such taking. The compensation and damages payable for, or on account of, such taking shall be applied to the reconstruction and restoration of the Premises by Tenant pursuant to this subsection (14) by application, first, of any sums payable for or on account of the buildings and improvements situated on the Property, and second, of any sums payable for or on account of the Property exclusive of such buildings and improvements. The remainder, if any, after reconstruction and restoration shall be divided among Landlord and Tenant in the manner provided in subsection (14.1) above.

14.1.4 No taking of any leasehold interest in the Premises or any part thereof shall terminate or give Tenant the right to surrender this Lease, nor excuse Tenant from full performance of its covenants for the payment of rent and other charges or any other obligations hereunder capable of performance by Tenant after any such taking, but in such case all compensation and damages payable for or on account of such taking shall be payable to and be the sole property of Tenant.

15. Landlord's Right of Inspection. Landlord may, at any reasonable time and from time to time during the Term, enter upon the Premises for the purpose of inspecting the buildings or improvements now or hereafter located thereon and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

16. Tenant's Defaults and Landlord's Remedies.

16.1 Default Defined. The occurrence of any of the following will be a material breach and a default of this Agreement:

16.1.1 Payment of Money. Tenant's failure to pay rent or to make any other payment under this Agreement within five (5) days of the due date.

16.1.2 Abandonment. Tenant's abandonment or vacation of the Premises. Tenant's absence from or failure to conduct business on the Premises for more than 30 consecutive days will be abandonment or vacation for purposes of this Agreement.

16.1.3 Insolvency. Tenant does any of the following: (a) Tenant makes any general assignment for the benefit of creditors, (b) Tenant files bankruptcy, or a third party petition to have Tenant adjudged bankrupt, and does not dismiss the petition within 60 days, (c) Tenant files a petition for reorganization or arrangement under any law relating to bankruptcy, (d) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets at the Premises, or of Tenant's interest in this Agreement, and possession is not restored to Tenant within 30 days, or (e) the attachment, execution, or other judicial seizure of substantially all of Tenant's assets at the Premises, or of Tenant's Interest In this Agreement, and that seizure is not discharged within 30 days.

16.1.4 Failure to Maintain Insurance. If at any time during the life of the Agreement or any extension, Tenant or any of its subcontractors fail to maintain any required insurance in full force and effect, all Tenant activities shall be discontinued immediately until notice is received by Landlord that the required insurance has been restored to full force and effect without lapse in coverage. Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Agreement immediately.

16.2 Termination of Agreement and Recovery of Damages. Upon any Tenant default, the Landlord may terminate this Agreement and all Tenants rights under it by giving thirty (30) days written notice of the termination. In addition, the Landlord may exercise any other remedies available to it at law or in equity. No act of the Landlord, other than a written termination notice from the Landlord to Tenant, will terminate this Agreement.

16.3 The Landlord's Right to Cure Tenant Defaults. If Tenant breaches or fails to perform any provision of this Agreement, the Landlord, at its option, may cure Tenant's breach. Tenant will reimburse the Landlord, on demand, for the Landlord's costs to cure the default.

16.4 Cumulative Remedies. The Landlord's remedies in this Section are not exclusive but cumulative, and in addition to all remedies now or after this allowed by law or provided elsewhere in this Agreement.

16.5 Waiver of Breach. If the Landlord waives any Tenant breach or default of any Agreement provision, the waiver will not be a continuing waiver or a waiver of Tenant's subsequent breach of the same or any other provision. The Landlord's acceptance of rent shall not be a waiver of any preceding breach by Tenant, other than the failure to pay the particular rent so accepted.

17. No Partnership. It is expressly understood and agreed Landlord does not, in any way or for any purpose by executing this Lease, become a partner of Tenant in the conduct of Tenant's business, or otherwise, or a joint venturer or a member of a joint enterprise with Tenant. Design, construction and site preparation for improvements and repairs at the Premises as well as ongoing operations and staffing will be at Tenant's sole cost and expense. Landlord may assist Tenant with grant opportunities which from time to time become available.

18. Notices. Except as otherwise provided hereunder; any notice or communication to Landlord or Tenant shall be in writing and be mailed by certified mail, postage prepaid. Notices or communications shall be addressed to Landlord at:

City of Fresno
2600 Fresno Street
Fresno, California 93721
Attention: City Manager

or such other address or addresses as Landlord shall from time to time designate, or to such agent of Landlord as it may from time to time designate, by notice in writing to Tenant.

Notices or communications shall be addressed to Tenant at:

Reading and Beyond
1546 N Street
Fresno, CA 93721
Attention: Sandra R. Flores

or such other address or addresses as Tenant shall from time to time designate, or to such agent of Tenant as it may from time to time designate, by notice in writing to Landlord. Any notice mailed in the manner above set forth shall be deemed to have been received unless returned to the sender by the post office.

19. Holding Over. This Lease shall terminate without further notice upon the expiration of the Term, and any holding over by Tenant after the expiration of the Term shall not constitute a renewal hereof or give Tenant any rights hereunder or in or to the Premises, except as otherwise herein provided, it being understood and agreed that this Lease cannot be renewed, extended or in any manner modified except in writing signed by Landlord and Tenant.

20. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Lease, but this Lease shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

21. Time of the Essence. Time is of the essence of each and all of the agreements, covenants, and conditions of this Lease.

22. Attorney Fees. In the event of any action or proceeding at law or in equity between Landlord and Tenant to enforce any provision of this Lease or to protect or establish any right or remedy of either party hereunder, the unsuccessful party to such litigation shall pay to the prevailing party all costs and expenses, including reasonable attorney fees, incurred therein by such prevailing party, and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorney fees shall be included in and as a part of such judgment.

23. Integration. This instrument constitutes the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or written. This Lease may not be amended or modified in any respect whatsoever except by an instrument in writing signed by Landlord and Tenant.

24. Amendments. This Lease may be modified only in writing and only if signed by the parties at the time of the modification.

25. Governing Law. This lease shall be governed by and construed in accordance with the laws of the State of California. Venue shall be Fresno County.

[SIGNATURES FOLLOW ON NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

READING AND BEYOND,
a California non-profit corporation

By: _____
Aaron Aguirre, Director
PARCS

DocuSigned by:
Sandra R. Flores
C8C2C030ABCE400... 12/31/2025

Name: Sandra R. Flores

APPROVED AS TO FORM:
ANDREW JANZ

Title: CEO

City Attorney
Signed by:
Angela M. Karst
0A8F88F889DD447... 1/5/2026
By: _____
Angela M. Karst
Senior Deputy City Attorney

Signed by:
Frausto Hinojosa
7704C6750CEE41A... 12/31/2025

Name: Frausto Hinojosa

Title: Board Chair

ATTEST:
AMY K. ALLER
Interim City Clerk

REVIEWED BY:

By: _____
Deputy Date

Addresses:

Landlord:
City of Fresno
General Services Department
Attention: Brian Barr, Director
2101 G Street, Bldg. A
Fresno, CA 93706

Tenant:
Reading and Beyond
Attention: Sandra R. Flores
1546 N Street
Fresno, CA 93721
Phone: (559) 342-8616
E-mail: Sflores@readingandbeyond.org

Attachments:

- Exhibit A – Description of Premises, Site Plan, & Legal Description
- Exhibit B – Insurance Requirements
- Exhibit C – Kitchen Storage & Equipment Inventory List

EXHIBIT A
DESCRIPTION OF PREMISES, SITE PLAN, & LEGAL DESCRIPTION

- C-trains (2 owned by Reading and Beyond)
- Portables (2 owned by Reading and Beyond)
- Playground (owned by City; shared use)
- Kitchen (owned by the City; shared use)



EXHIBIT "A"

APN 471-081-11T

That portion of Parcel "B" of Parcel Map No. 74-12, according to the map thereof, recorded on April 3, 1974, in Book 12 of Parcel Maps, at Page 15, Fresno County Records, lying in the Southeast quarter of Section 12, Township 14 South, Range 20 East, Mount Diablo Base and Meridian, described as follows:

Area 1 (White Container):

COMMENCING at the Northeast corner of said Parcel "B"; thence South, on the East line of said Parcel "B", a distance of 61.96 feet; thence West, a distance of 27.00 feet to the **POINT OF BEGINNING**; thence West, a distance of 20.00 feet; thence South, a distance of 8.00 feet; thence East, a distance of 20.00 feet; thence North, a distance of 8.00 feet to the **POINT OF BEGINNING**.

Containing an area of 160.00 square feet, more or less.

Area 2 (Fenced Area):

COMMENCING at the Northeast corner of said Parcel "B"; thence South, on the East line of said Parcel "B", a distance of 122.52 feet; thence West, a distance of 21.67 feet to the **POINT OF BEGINNING**; thence West, a distance of 80.00 feet; thence South, a distance of 20.16 feet; thence East, a distance of 2.00 feet; thence South, a distance of 29.84 feet; thence East, a distance of 78.00 feet; thence North, a distance of 50.00 feet to the **POINT OF BEGINNING**.

Containing an area of 3940.32 square feet, more or less.

Area 3 (Kitchen):

COMMENCING at the Northeast corner of said Parcel "B"; thence South, on the East line of said Parcel "B", a distance of 143.35 feet; thence West, a distance of 99.00 feet to the **POINT OF BEGINNING**; thence West, a distance of 25.34 feet; thence South, a distance of 2.50 feet; thence West, a distance of 7.00 feet; thence North, a distance of 2.50 feet; thence West, a distance of 8.33 feet; thence South, a distance of 24.67 feet; thence East, a distance of 40.67 feet; thence North, a distance of 14.67 feet; thence West, a distance of 4.25 feet; thence North, a distance of 4.00 feet, thence East, a distance of 4.25 feet; thence North, a distance of 6.00 feet to the **POINT OF BEGINNING**.

Containing an area of 968.83 square feet, more or less.

Area 4 (Play Structure and Surrounding Fenced Area):

COMMENCING at the Northeast corner of said Parcel "B"; thence South, on the East line of said Parcel "B", a distance of 172.52 feet; thence West, a distance of 43.24 feet to the **POINT OF BEGINNING**; thence West, a distance of 51.00 feet; thence South, a distance of 56.00 feet; thence East, a distance of 51.00 feet; thence North, a distance of 56.00 feet to the **POINT OF BEGINNING**.

Containing an area of 2856.00 square feet, more or less.

Area 5 (Green Container):

COMMENCING at the Northeast corner of said Parcel "B"; thence South, on the East line of said Parcel "B", a distance of 377.06 feet; thence West, a distance of 22.00 feet to the **POINT OF BEGINNING**; thence West, a distance of 40.00 feet; thence South, a distance of 8.00 feet; thence East, a distance of 40.00 feet; thence North, a distance of 8.00 feet to the **POINT OF BEGINNING**.

Containing an area of 320.00 square feet, more or less.

EXHIBIT B

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, TENANT shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by LANDLORD'S Risk Manager or his/her designee at any time and in his/her sole discretion. The LANDLORD, its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "LANDLORD") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to LANDLORD, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, TENANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all TENANT activities shall be discontinued immediately until notice is received by LANDLORD that the required insurance has been restored to full force and effect without lapse in coverage. Any failure to maintain the required insurance shall be sufficient cause for LANDLORD to terminate this Agreement. No action taken by LANDLORD pursuant to this section shall in any way relieve TENANT of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by LANDLORD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by TENANT shall not be deemed to release or diminish the liability of TENANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify LANDLORD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by TENANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of TENANT, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be

written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Professional Liability including both (Abuse & Molestation) Insurances that insures against liability arising out of the bodily injury, personal injury, including mental anguish, and third-party property damage occurring because of the wrongful or negligent acts attributable to the institution. The Abuse & Molestation coverage should protect against a wide range of potential claims, including but not limited to athletics, alcohol, assault, verbal and/or physical abuse, campus crime, sexual molestation and other sexual misconducts.

MINIMUM LIMITS OF INSURANCE

TENANT, or any party the TENANT subcontracts/contracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to LANDLORD and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

\$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

4. PROPERTY: Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of TENANT'S business property.

5. Professional Liability (Abuse & Molestation):

- (i) \$1,000,000 per claim/occurrence; and,
- (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event TENANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the LANDLORD and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

TENANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and TENANT shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to LANDLORD, except ten (10) days for nonpayment of premium. TENANT is also responsible for providing written notice to the LANDLORD under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TENANT shall furnish LANDLORD with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for LANDLORD, TENANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General and Automobile Liability policies of insurance shall be endorsed to name LANDLORD, its officers, officials, employees, agents and volunteers as additional insureds.

TENANT shall establish additional insured status for the Landlord and for all operations by use of ISO Form CG 20 11 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 11 04 13 or CG 20 26 04 13.

The Commercial General and Automobile Liability policies of insurance shall be endorsed so TENANT's insurance shall be primary, and no contribution shall be required of Landlord. Primary and Non-Contributory coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to LANDLORD, its officers, officials, employees, agents and volunteers.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to LANDLORD, its officers, officials, employees, agents and volunteers.

The property insurance policy is to contain, or be endorsed to contain, the following provisions:

1. Full replacement value of any permanent improvements on the Leased Premises, with the LANDLORD named as a Loss Payee.
2. The coverage shall contain:
 - (i) No coinsurance penalty.
 - (ii) No limitations or exclusions for vacancy of any part of the Premises.
 - (iii) No special limitations on the scope of protection afforded to Landlord.

If the Professional Liability (Abuse & Molestation) insurance policy is written on a claims-made form:

1. The retroactive date must be shown and must be before the effective date of the Agreement or the commencement of work by TENANT.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by TENANT, TENANT must purchase "extended reporting" coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to LANDLORD for review.
5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - TENANT shall furnish LANDLORD with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the LANDLORD'S Risk Manager or his/her designee prior to LANDLORD'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of LANDLORD, TENANT shall immediately furnish LANDLORD with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of TENANT shall also be required to provide all documents noted herein.

SUBCONTRACTORS - -If TENANT subcontracts or contracts any or all of the services to be performed under this Agreement or any work on the premises, TENANT shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

Exhibit C
Kitchen Storage & Equipment Inventory List

1. Washer Machine - Reading and Beyond to purchase their own.
2. Dryer - Reading and Beyond to purchase their own.
3. Cart – Reading and Beyond to purchase their own.
4. Refrigerator - Reading and Beyond to purchase their own.

Area for refrigerator to be placed in the kitchen at a mutually agreed upon location

Cabinets for storage (this sink not included)



Designated sink area (shared use)



Prep table (shared use)



Area for washer and dryer

