

**LEASE AGREEMENT BY AND BETWEEN THE CITY OF SANTA ANA AND  
RAILWORKS TRACK SERVICES, INC. FOR USE OF THE SANTA ANA REGIONAL  
TRANSPORTATION CENTER FACILITIES**

THIS LEASE (the "Lease") is made as of February 6, 2024, by and between the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City" or "Landlord"), and RailWorks Track Services, Inc. ("Tenant").

1. EXHIBITS: The following exhibits are attached hereto and incorporated herein by reference:

Exhibit "A" The Premises

Exhibit "B" Additional Lease Conditions

2. PREMISES: Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms, covenants and subject to the conditions set forth herein, a portion of the property located at 1000 East Santa Ana Boulevard in the City of Santa Ana, commonly known as the Santa Ana Regional Transportation Center (SARTC). Specifically, Tenant will be leasing the portion identified as **Suite 103**, consisting of approximately 1,452 square feet of interior office space (hereinafter referred to as the "PREMISES"). Tenant shall be solely responsible at its own expense for all improvements made to the Premises and obtain all necessary permits. The Premises are more particularly described in **Exhibit A**. The Landlord reserves the right to reconfigure the lease space or relocate the Tenant within SARTC by providing Tenant with a 30-day notice of such reconfiguration or relocation.

3. COMMENCEMENT OF TERM: The term of this Lease (the "Term") shall commence on the date written above (the "Commencement Date") and continue through June 30, 2024, unless sooner terminated or extended as provided herein.

4. ADDITIONAL LEASE CONDITIONS: Tenant acknowledges that this lease is subject to compliance with the additional lease conditions attached hereto as **Exhibit B**. These additional lease conditions are a material part of this Lease and any default of these conditions will be deemed a major breach and will subject this lease to termination per the terms identified herein.

5. EXTENSION PERIODS: Landlord shall have the right, but not the obligation, to provide Tenant the option to extend the Term for twelve (12) additional periods of one (1) month each on the same terms and conditions as set forth in this Lease. Each option shall be agreed to in writing by the Landlord and Tenant prior to the expiration of the Term or any Extension Period then in effect. If Tenant does not exercise its option to extend as provided herein, Tenant will be deemed a holdover Tenant and subject to paragraph 7 of this lease. The lease is subject to a Consumer Price Index (CPI) increase for any extension period.

6. RENT: Upon the Commencement Date, Tenant shall pay to Landlord, as rent ("Rent") the monthly sum of Four Thousand Three Hundred Fifty Six Dollars (\$4,356.00) in advance, on the 1st day of each calendar month and continuing through the life of the Term. City and Tenant recognize lease of the Premises from February 1, 2024 through the Commencement Date. Any partial month shall be prorated at \$145.00 per day. All payments of Rent and other sums due to Landlord hereunder shall be made payable to "The City of Santa Ana" and remitted to: City of Santa Ana M-13, 20 Civic Center Plaza, PO Box 1988, Santa Ana, CA 92702. A LATE CHARGE OF TEN PERCENT (10%) SHALL BE APPLIED TO ANY PAYMENT HEREUNDER DUE BUT UNPAID AFTER THE 10<sup>TH</sup> of the month. Landlord and Tenant hereby agree that Rent for any Extension Period, if the option for such is exercised, shall be subject to a CPI adjustment annually on the anniversary of the commencement date of the term hereof.

7. HOLDOVER: Tenant has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Tenant holds over, then the Rent shall be increased to 150% of the Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Landlord to any holding over by Tenant. Any holding over by Tenant of the Premises after the expiration or termination of this Lease shall operate and be construed as a tenancy from month to month subject to the terms of this Lease, terminable by either party upon thirty (30) days prior written notice to the other.

8. LANDLORD'S TITLE: (a) Landlord hereby covenants, represents and warrants to Tenant that Landlord has fee simple title to the Premises and has the full right and lawful authority to make this Lease. Notwithstanding anything contained herein to the contrary, if there are any liens, security interests, restrictions, leases, encumbrances, encroachments, laws, ordinances, governmental rules or regulations, title restrictions, zoning, endangered species or any other matters which in fact interfere with Tenant's use of the Premises, then Tenant may terminate this Lease without owing any liability to Landlord. Landlord covenants that so long as Tenant is not in monetary default as defined hereunder, Tenant shall have quiet and peaceful possession and enjoyment of the Premises, all improvements located thereon and of all easements, rights and appurtenances thereunto belonging.

9. DELIVERY OF POSSESSION UPON TERMINATION OR EXPIRATION OF TERM: Tenant agrees to deliver to Landlord physical possession of the Premises upon the termination or expiration of this Lease in good condition except, however, ordinary wear and tear, damage by fire or any other casualty, or damage from any other cause unless such other cause is solely attributable to the negligence of Tenant.

10. ASSIGNMENT AND SUBLETTING: Tenant may not assign this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord.

11. TENANT'S REPAIRS, ALTERATIONS AND FIXTURES: Except for reasonable wear and tear, Landlord agrees at Landlord's expense to (1) provide general building maintenance, and (2) maintain in good repair the foundation, retaining walls and structural soundness of the Premises. Landlord agrees to keep the Premises in good repair, including the plumbing, electrical

wiring, air-conditioning and heating equipment. Subject to Landlord approval, Tenant may make and pay for any renovations, alterations and improvements to the Premises as Tenant deems desirable and Tenant agrees that all such alterations and improvements shall be made in a good and workmanlike manner and in such fashion as not to diminish the value of the building, and that no such alterations shall compromise the structural integrity of the Premises. All improvements, additions, alterations, and repairs shall be in accordance with applicable laws and at Tenant's own expense. Tenant shall indemnify and defend Landlord for all liens, claims, or damages caused by remodeling, improvements, additions, alterations, and major repairs made by Tenant. It shall be Tenant's duty to keep the Premises free and clear of all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the request of Tenant. On surrendering possession of the Premises to Landlord at the expiration or sooner termination of this Lease or any Extension Period, Tenant shall be required to return the premises in the same condition upon commencement of lease except for normal wear and tear.

Tenant may paint the interior of the Premises and may also paint, erect or authorize the installation of "temporary signs" in accordance with a signage plan that is pre-approved by the Landlord. Landlord shall not install or maintain, or permit anyone other than Tenant to install or maintain, any signs on any part of the Premises or within the air space above the Premises during the Term or any Extension Period of this Lease.

12. MAINTENANCE: Landlord shall provide at its own cost and expense janitorial services for the Premises. Janitorial supplies and services shall be provided on a five-day-per-week basis.

13. COMPLIANCE WITH LAWS: Tenant shall make and pay for nonstructural improvements and alterations to comply with all applicable laws, rules, regulations and ordinances of any and all applicable governmental entities (the "Governmental Laws") applying to the physical condition of the Premises and the building located thereon and arising solely from Tenant's conduct of business. TENANT ACKNOWLEDGES THAT THE PREMISES HAS NOT UNDERGONE AN INSPECTION BY A CERTIFIED ACCESS SPECIALIST (CASP).

14. UTILITIES: Landlord agrees to pay for all utilities furnished to the Premises and which are consumed by Tenant, during the Term and any Extension Period, including charges or assessments for water, sewer, gas, heat, electricity, garbage disposal and trash disposal.

15. ESTOPPEL CERTIFICATES: Landlord and Tenant shall, from time to time upon thirty (30) days' request by the other (but not to exceed more than three (3) times in any given calendar year), execute, acknowledge and deliver a statement, dated currently, certifying that this Lease is unmodified and in full, force and effect (or, if there have been modifications, that this Lease is in full effect as modified, and identifying such modifications) and the dates to which the Rent have been paid, and that no default exists in the observance of this Lease and no event of default has occurred and is continuing, or specifying each such default or event of default of which Landlord or Tenant may have knowledge, it being intended that any such statement may be relied

upon by Landlord's or Tenant's Mortgagees, any prospective purchaser of the interest of Landlord or Tenant in their respective premises described herein.

16. **INDEMNITY:** Tenant shall indemnify, defend, and hold harmless City, and its respective agents, representatives, employees, subsidiaries and affiliates (“Covered Parties”) from and against any and all actions, suits, claims, demands, judgments, losses, expenses, or liabilities, injuries and damages to persons and property, including death, arising out of or related to Tenant’s use of the Premises, the entry by any Tenant Party on the License Area or surrounding property, or Tenant’s breach or default in the performance of any of its obligations under this Agreement; provided, however, that Tenant will not be obligated to indemnify the Covered Parties from any claims arising solely from the gross negligence or willful misconduct of a Covered Party. If any action or proceeding is brought against any Covered Party by reason of any such claim, Tenant, upon receipt of written notice from Covered Party, shall defend the same at Tenant’s expense with legal counsel reasonably acceptable to Covered Party. Payment shall not be a condition precedent to recovery under any indemnification in this Agreement, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend. The provisions of this Section 16 shall survive the termination or expiration of this Agreement.

17. **INSURANCE:** Throughout the Term or any Extension Period, Tenant shall maintain insurance as described below:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, and **\$5,000,000** in the aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and nonowned autos (Code 9), with limit no less than **\$5,000,000** per accident for bodily injury and property damage.
- c. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of

**both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

#### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

#### ***Waiver of Subrogation***

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

#### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

#### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

#### ***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all

policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**18. DAMAGE BY CASUALTY**

a. In the event of a fire or other casualty in the Premises, Tenant shall immediately give notice thereof to Landlord.

b. If the Premises, through no fault of Tenant, its agents, employees, invitees, or visitors, shall be partially destroyed by fire or other casualty so as to render the Premises untenantable as reasonably determined by Landlord, Rent shall abate in proportion to the percentage of square footage of the Premises rendered unusable until such time as the Premises are made tenantable as reasonably determined by Landlord. The entire Premises shall be made tenantable by Landlord's diligent repair within sixty (60) days following the fire or casualty incident.

c. Except where Landlord is not obligated to repair or rebuild the Building or the Premises, Landlord will use due diligence to repair or rebuild the same (except that Landlord will have no obligation to repair or replace any alteration, addition, or improvements to the Premises other than the Tenant Improvements installed at Landlord's expense which will be repaired only to the level of Building Standard Improvements).

d. In the event of (i) the total destruction of the Premises, (ii) the partial destruction of the Premises or the Building where the same is so damaged that it cannot, in Landlord's reasonable opinion, be repaired within sixty (60) days of the occurrence of such damage, or (iii) damage or destruction as a result of any casualty for which insurance proceeds are not available to pay 100% of the cost of repair or rebuilding, Landlord will have no obligation to repair or rebuild the Premises or the Building. Landlord will make its determination whether to repair or rebuild within sixty (60) days of the occurrence of such damage or destruction. Upon notification to Tenant of Landlord's decision not to repair or rebuild, this Lease shall terminate. In such an event, Tenant shall be reimbursed by Landlord any rent monies transferred from Tenant to Landlord during this sixty (60) day period within fourteen (14) days after the termination of the lease.

19. EMINENT DOMAIN:

- a. If (i) all or part of the Premises, the building located thereon, or (ii) so much of any rights in the Premises or the building located thereon shall be taken or appropriated under any right of eminent domain or under any other legal right whereby the taking authority is obligated to compensate Landlord therefor so that there does not remain premises suitable in the sole opinion of Tenant for the operation of its business, then Tenant may terminate and cancel this Lease without owing any liability to Landlord as of the date on which the condemning authority takes physical possession upon giving to Landlord written notice of such election. Landlord agrees immediately within ten (10) days after any notice of intended or actual taking or appropriation to give Tenant written notice thereof, providing to Tenant full details of such taking or appropriation, including, without limitation copies of all condemnation plans or surveys submitted by the condemning authority, a statement of the nature of the project to be conducted by the condemning authority, and such other information as might be necessary to enable Tenant to determine its future course of conduct. **TENANT ACKNOWLEDGES THAT LANDLORD'S EXERCISE OF ITS RIGHT TO TERMINATE THIS LEASE UNDER ANY THIS PARAGRAPH SHALL NOT ENTITLE TENANT TO ANY RIGHTS OR CLAIMS FOR RELOCATION BENEFITS OR ANY OTHER CLAIMS RELATED TO CONDEMNATION OR INVERSE CONDEMNATION.**
- b. If this Lease shall be terminated and canceled as a result of any taking or appropriation, Tenant shall be released from any further liability and Rent and other sums for the last month of Tenant's occupancy shall be prorated and Landlord shall immediately refund to Tenant any sums paid in advance.
- c. Tenant reserves unto itself the right to prosecute Tenant's claim for an award for damages for the termination of this Lease caused by such appropriation or taking, together with damages based on the value of Tenant's improvements and Tenant's fixtures and other personal property erected or installed on the Premises and damages Tenant may sustain to the interest in the business operated by Tenant on the Premises, including, but not limited to, goodwill, patronage, and the removal, relocation, and replacement costs and expenses caused by such appropriation or taking, and Tenant may file such claims as are permitted by law for the loss of its leasehold interest, business dislocation damages, moving expense, or other damages caused by such taking or appropriation. Tenant's right to receive compensation or damages for its fixtures or its personal property shall not be affected in any manner by this Lease.

20. LIENS: Tenant shall promptly remove and discharge, at its cost and expense, all mechanic's liens, or other liens, for labor performed or materials furnished with respect to the Premises by or for Tenant.

21. PARKING AREA: Tenant acknowledges that Landlord has entered into an agreement with the Orange County Transportation Authority for the construction of the OC Streetcar at SARTC, which is under construction. Such construction may affect the number of parking spaces available at any one time, though it is not possible to determine the precise effect at the time of this Lease. Surface Parking Lots 1 and 2 allow up to 72-hour parking. Landlord will provide parking passes to identify all Tenant vehicles parked at SARTC at no cost to Tenant. If the parking structure at SARTC is full, Tenant and Tenant's agents, employees, customers and invitees must use the surface lots at SARTC.

22. TENANT'S DEFAULT:

- a. If Tenant shall default in payment of Rent, when due, Landlord shall forward written notice, pursuant to Section 24, of such default to Tenant, and the failure of Tenant to cure such default within three (3) days after the date of receipt of such notice shall, at the sole option of Landlord, cause the termination of this Lease.
- b. If Tenant shall default in the performance of any other terms or provisions of this Lease, and if Landlord shall give to Tenant written notice, pursuant to Section 24, of such default, and if Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, Landlord at its sole option, shall cause the termination of this Lease immediately.

23. HAZARDOUS SUBSTANCES:

- a. As used herein, the term "Hazardous Substances" shall mean, without limitation, any substance that is biologically or chemically active or any hazardous, toxic, or dangerous waste, substance (including, but not limited to, lead-based paint, asbestos or petroleum derivative substances), or material defined as such in (or for purposes of) (i) any state, federal or local environmental laws, interpretive letters, regulations, decrees or ordinances, (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended, (iii) the Resource Conservation and Recovery Act, (iv) any of the state or local "Super Fund", "Super Lien" or "Cleanup Lien" laws or (v) any other federal, state or local statute, law, ordinance, code, rule, interpretive letter, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any such substances or materials or any amendments or successor statutes with respect to any of the foregoing.
- b. During the Term of this Lease, Tenant represents and warrants that no Hazardous Substances will be stored on the Premises and no Hazardous Substances will be discharged on the Premises by Tenant. Tenant agrees that such representations and warranties shall survive any termination of this Lease, and Tenant agrees to indemnify and hold harmless Landlord from any and all costs, expenses, claims and damages, including, but not limited to, attorneys' fees and costs of remediation,



arising from Tenant's breach of any of the representations and warranties contained in this Section.

24. NOTICE: Any notice, tender, demand, delivery, or other communication pursuant to this Lease shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, to the following persons.

TO TENANT:

RailWorks Track Services, Inc.  
Attn: Ernesto Rivera  
12740-B Lakeland Road  
Santa Fe Springs, CA 90670

TO CITY:

Public Works Agency  
City of Santa Ana  
20 Civic Center Plaza (M-21)  
Santa Ana, California 92701  
Attention: Executive Director of Public Works  
Agency

AND

City Clerk  
City of Santa Ana  
20 Civic Center Plaza (M29)  
Santa Ana, California 92701

A party may change its address by giving notice in writing to the other party at least 15 days prior to the effective change. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

25. USE: For the purposes of this Lease, Tenant's intended use of the Premises is strictly for office space. No other use of the Premises shall be permitted without written consent of Landlord.

26. GENERAL PROVISIONS:

a. This Lease (and the documents referred to herein) constitutes the entire agreement between the parties pertaining **to the lease of Suite 103** contained herein and supersedes any and all prior and contemporaneous agreements, representations and understandings, oral or otherwise, between or among the parties with respect to the matters contained herein.

b. This Lease shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, distributees, legal representatives, successors and assigns.

c. This Lease shall not be modified, amended or supplemented, in whole or part, without the prior written consent of all parties hereto. Each and every waiver of any covenant,

representation, warranty or any other provision hereof must be in writing and signed by each party whose interests are adversely affected by such waiver. No waiver granted in any one instance shall be construed as a continuing waiver applicable in any other instance.

d. If any legal action or other proceeding is brought for the enforcement hereof, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions hereof, the successful or prevailing party or parties shall be entitled to recover attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

e. The parties hereby agree that each party and its attorneys have reviewed and revised this Lease and that the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Lease and no other rule of strict construction shall be used against any party. All exhibits and schedules attached or to be attached hereto, and all other agreements and instruments referred to herein, are hereby incorporated herein by reference, as fully as if copied herein verbatim.

f. This Lease shall be governed by the internal laws of the State of California without regard to and excluding its principles of conflicts of laws.

g. The parties further agree that upon request, they shall do such further acts and deeds, and shall execute, acknowledge, deliver and record such other documents and instruments, as may be reasonably necessary from time to time to evidence, confirm or carry out the intent and purposes of this Lease.

h. Unless the context in which used clearly requires another construction, throughout this Lease, the masculine gender shall be deemed to include the neuter or feminine or both, the neuter gender shall include the masculine or both, and the singular of terms shall include the plural and vice versa. The section headings are for convenience only and shall not affect the construction hereof.

i. If any one or more of the provisions hereof shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or enforceability of any other provision hereof, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The parties intend that if any provision hereof is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

j. Time is of the essence in the performance of each party's respective obligations.

k. This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same instrument, and it shall not be necessary that any single counterpart bear the signatures of all parties.

l. Unless expressly stated to be exclusive, no remedy conferred herein shall be deemed to be exclusive of any other remedy conferred herein or any other remedy now or hereafter available at law or equity. All remedies conferred herein, and all remedies now or hereafter available at law or equity, shall be deemed to be cumulative and not alternative, and may be enforced concurrently or successively.

m. All provisions of this Lease shall be construed as covenants and agreements where used in each separate provision hereof and shall bind and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors and assigns.

n. All periods of time shall include Saturdays, Sundays and legal holidays; provided that, if the last day to perform any act or give notice falls on a Saturday, Sunday or legal holiday, then such act or notice shall be timely performed if given on the next succeeding business day.

o. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and no provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first written above.

**ATTEST:**

**CITY OF SANTA ANA**


\_\_\_\_\_  
Jennifer L. Hall  
City Clerk


\_\_\_\_\_  
Tom Hatch  
Interim City Manager

**APPROVED AS TO FORM**

**RAILWORKS TRACK SERVICES, INC.**

Sonia R. Carvalho  
City Attorney

By:   
Jose Montoya  
Assistant City Attorney

  
By: Ernesto Rivera  
Senior Manager

[Signatures continued on the following page]

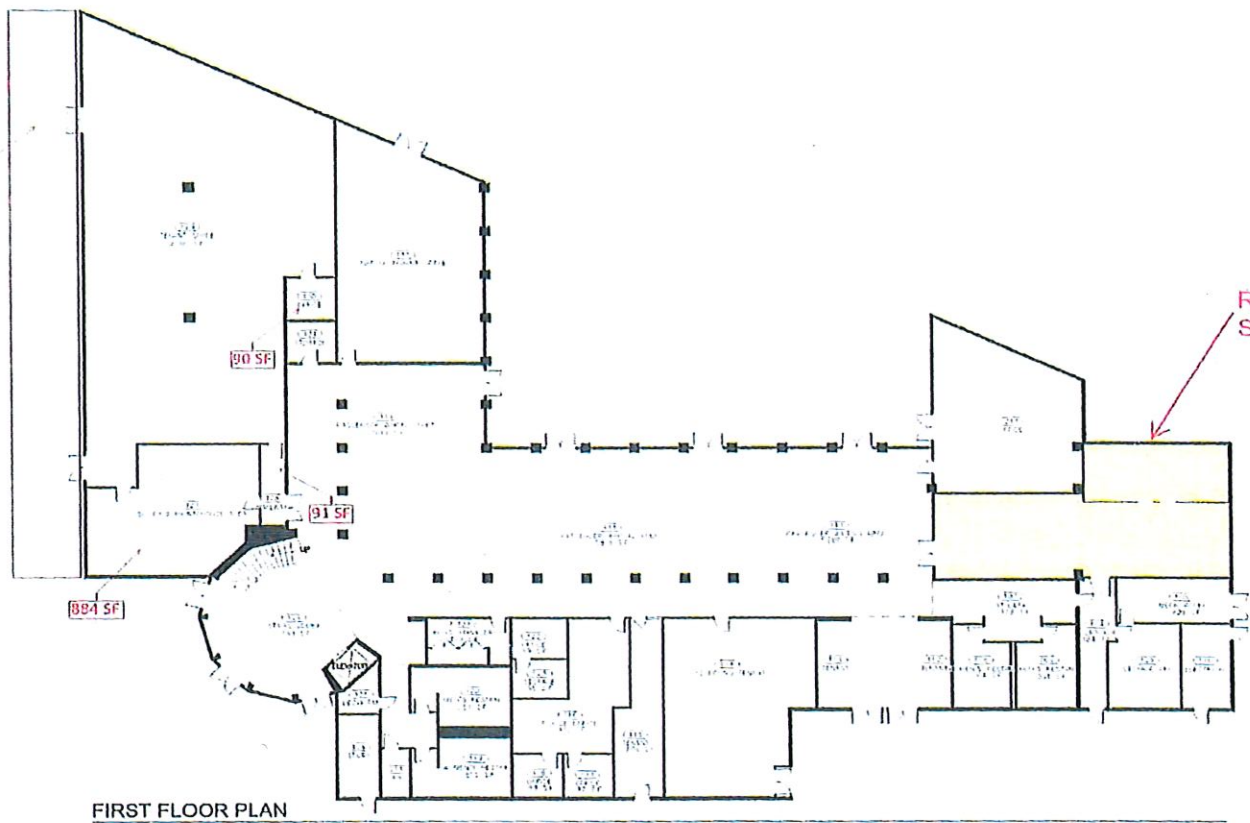
**RECOMMENDED FOR APPROVAL**

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Nabil Saba, PE  
Executive Director  
Public Works Agency

## **EXHIBIT A – PREMISES**

EXHIBIT A - PREMISES



Railworks  
Suite 103

FIRST FLOOR PLAN

SCALE 1/2"=1'-0"

**EXHIBIT B**  
**ADDITIONAL LEASE CONDITIONS**

- SARTC business hours are seven days a week from 5AM to midnight and there is on-site security 24/7. If tenant needs to access tenant space during non-business hours, they will need to contact the security guard on duty at (714) 912-3494.
- Tenant must provide SARTC Property Management Office with a point of contact for regular business hours and after hours.
- Tenant has the ability to terminate this Lease with 30-day advance notice.