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LARRY WALKER
Auditor/Controller – Recorder

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City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373

FEES NOT REQUIRED
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SECTION 6103

Doc#: 2006-0489500



Titles: 1 Pages: 18

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

LEASE AGREEMENT
BETWEEN

R.P. WAGES, INC., A CALIFORNIA CORPORATION

AND

THE CITY OF REDLANDS

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Exhibits

A. The Premises

LEASE AGREEMENT

1. BASIC TERMS

- a. Date of Execution: June 7, 2006 ("Effective Date")
- b. Tenant: R.P. Wages, Inc.
Address: 1425 Park Ave.
Redlands, CA 92373
- c. Landlord: City of Redlands
Address: P. O. Box 3005, 35 Cajon Street, Suite
200, Redlands, CA 92373
- d. Tenant's Use of Premises: Tenant shall use the Premises for the housing of a construction trailer and no other purpose. Tenant shall meet with Landlord's Administrative Services Director and Solid Waste Manager who together shall determine the specific location for housing the trailer within the northeast corner of the Premises.
- e. Premises Description: APN No: 292-192-19-0000
located at 1615 Park Ave., Redlands
- f. Term of Lease: June 7, 2006 through December 6, 2006.

This Section represents a summary of the basic terms of this Lease. In the event of any inconsistency between the terms contained in this Section and any other specific section or clause of this Lease, the terms of the more specific clause shall prevail.

2. PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord, those certain premises described in Section 1 and in Exhibit "A" attached hereto (the "Premises"). Tenant acknowledges that it has examined the Premises and accepts the Premises in their "as is" present condition.

3. TERM. The term of this Lease shall commence on the effective date of this Lease and shall continue thereafter until December 6, 2006 ("Term") unless terminated earlier as provided for herein.

4. RENT.

a. Rent. Tenant shall pay Landlord monthly rent in the amount of one hundred dollars (\$100.00) dollars in advance by the fifth day of each calendar month during the Term of this Lease ("Rent"). All rent shall be paid by Tenant to Landlord at the address shown in Section 1, or such other place as Landlord may designate in writing from time to time, and without prior demand or notice and without any deduction or offset whatsoever and in lawful currency of the United States of America. All rent due for any partial month shall be prorated at the rate of 1/30th of the total annual rent per day. If any rent or other sum due from Tenant is not received when due, Tenant shall pay to Landlord an additional sum equal to 10% of such overdue payment. Landlord and Tenant hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. Additionally, all such delinquent rent or other sums, plus this late charge, shall bear interest at the then maximum lawful rate permitted to be charged by Landlord. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00.

b. Expenses. Tenant shall pay all expenses related to the use, maintenance, ownership and insurance of the Premises. The term "Expenses" shall mean all costs and expenses of the ownership, operation, maintenance and insurance of the Premises, including, without limitation, the following costs:

- (1) All supplies, materials, labor and equipment, used in or related to the maintenance of the Premises;

- (2) All utilities, including without limitation, water, electricity, gas, heating, lighting, sewer, waste disposal, security and all charges relating to the use, ownership or operation of the Premises;
- (3) All insurance premiums and costs, including but not limited to the premiums and costs of fire, casualty and liability coverage and rental abatement insurance related to the Premises;

c. Taxes and Assessments. Tenant shall pay any and all taxes and assessments which may, during the term of this Lease, be levied or assessed on the Premises, or the personal property or business owned by Tenant and located on the Premises.

d. Possessory Interest Tax. Tenant acknowledges and agrees that, in accordance with California Revenue and Taxation section 107, the Premises may be subject to property taxation and that Tenant may be deemed to have a possessory interest in such property and may be subject to the payment of property taxes levied on such interest. In the event such taxes are levied, Tenant shall be solely responsible for the payment of the taxes.

5. USE OF PREMISES.

a. Tenant shall use the Premises solely for the purpose set forth in Section 1 and as expressly provided in this section, and for no other purpose without obtaining the prior written consent of Landlord. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises, or with respect to the suitability of the Premises for the conduct of Tenant's business, nor has Landlord agreed to undertake any modification, alteration or improvement to the Premises. Tenant acknowledges that Landlord may from time to time, in its sole discretion, make such modifications, alterations or improvements to the Premises as Landlord may deem necessary or desirable, without compensation or notice to Tenant. Tenant shall promptly comply with all laws, ordinances, orders and regulations affecting the Premises.

b. Tenant shall not do or permit anything to be done in or about the Premises or bring or keep anything on the Premises that will in any way increase any premiums paid by Landlord on its insurance related to the Premises. Tenant shall not perform any act or carry on any practice that may injure the Premises; Tenant shall not use the Premises for sleeping or the preparation, manufacture or mixing of anything that might emit an objectionable odor, noises, vibrations or lights. If sound insulation is required to muffle noise produced by Tenant on the Premises, Tenant at its own cost shall provide all necessary insulation.

6. **SIGNS.** Tenant shall not install, erect or place any sign on the Premises without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion.

7. **UTILITIES.** Tenant shall pay for all water, gas, heat, light, power, sewer, electricity, telephone or other service metered, chargeable or provided to the Premises.

8. **ALTERATIONS.** Except as expressly provided for in Section 5, hereof, Tenant shall not make any alterations to the Premises without Landlord's prior written consent. Any alterations made shall remain on and be surrendered with the Premises upon expiration or termination of this Lease, except that Landlord may, within 30 days before or 30 days after expiration of the term, elect to require Tenant to remove any alterations which Tenant may have made to the Premises. If Landlord so elects, at its own cost Tenant shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term or within 30 days after notice of its election is given, whichever is later. Should Landlord consent in writing to Tenant's alteration of the Premises, Tenant shall contract with a contractor approved by Landlord for the construction of such alterations, shall secure all appropriate governmental approvals and permits, and shall complete such alterations with due diligence in compliance with plans and specifications approved by Landlord. Tenant shall pay all costs for such construction and shall keep the Premises free and clear of all mechanics' liens which may result from construction by Tenant.

9. RELEASE AND INDEMNITY. As material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, and Tenant waives all claims Tenant may have now, or in the future, against Landlord for damage to persons or property arising for any reason, except for damage resulting directly from Landlord's breach of its express obligations under this Lease which Landlord has not cured within a reasonable time after receipt of written notice of such breach from Tenant. Tenant shall defend, indemnify and hold Landlord harmless from the damages arising out of any damage to any person or property occurring in, on or about the Premises or Tenant's use of the Premises or Tenant's breach of any term of this Lease.

10. INSURANCE. Tenant, at its cost, shall maintain public liability and property damage insurance with a single combined liability limit of \$1,000,000.00, and property damage limits of not less than \$500,000.00, insuring against all liability of Tenant and its authorized representatives arising out of or in connection with Tenant's use or occupancy of the Premises. Public liability insurance and property damage insurance shall insure performance by Tenant of the indemnity provisions of Section 9. Landlord shall be named an additional insured, and the policy shall contain cross-liability endorsements and all insurance shall be primary with respect to Landlord and non-contributing to any insurance of self-insurance maintained by Landlord. On all its personal property, at its cost, Tenant shall maintain a policy of standard fire and extended coverage insurance with vandalism and malicious mischief endorsements and "all risk" coverage on the Premises and all Tenant's improvements and alterations in or about the Premises, to the extent of at least 90% of their full replacement value. The proceeds from any such policy shall be used by Tenant first for to restore the Premises to its original condition and; second for the replacement of personal property and the restoration of Tenant's improvements or alterations. All insurance required to be provided by Tenant under this Lease shall release Landlord from any claims for damage to any person or to the Premises, and to Tenant's fixtures, personal property, improvements and alterations in or on the Premises caused by or resulting from risks insured against under any insurance policy carried by Tenant and in force at the time of such damage. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the state and satisfactory to Landlord; (b) shall be issued as a primary policy; and (c) shall contain an endorsement requiring at least 30 days prior written notice of modification or cancellation to Landlord, before cancellation or change in coverage, scope or amount of

any policy. Tenant shall deliver a certificate or copy of such policy together with evidence of payment of all current premiums to Landlord within 15 days of execution of this Lease. Tenant's failure to provide evidence of such coverage to landlord may, in Landlord's sole discretion, constitute a default under this Lease.

11. **ASSIGNMENT OR SUBLEASE.** Tenant shall not assign or encumber its interest in this Lease or the Premises, or sublease all or any part of the Premises, or allow any other person or entity (except Tenant's authorized representatives, employees, invitees or guests) to occupy or use all or any part of the Premises without first obtaining Landlord's prior written consent, which Landlord may withhold in its sole discretion. Any assignment, encumbrance or sublease without Landlord's written consent shall be void and, at Landlord's election shall result in the immediate termination of this Lease. If Tenant requests Landlord to consent to a proposed assignment or subletting, Tenant shall pay to Landlord, whether or not consent is ultimately given, \$100 or Landlord's reasonable attorneys' fees incurred in connection with such request, whichever is greater. No interest of Tenant in this Lease shall be assignable by involuntary assignment through operation of law (including without limitation the transfer of this Lease by testacy or intestacy). Each of the following acts shall be considered an involuntary assignment: (a) if Tenant is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the Bankruptcy Act in which Tenant is the bankrupt; or (b) if a writ of attachment or execution is levied on this Lease; or (c) if in any proceeding or action to which Tenant is a party, a receiver is appointed with authority to take possession of the Premises. An involuntary assignment shall constitute a default by Tenant and Landlord shall have the right to elect to terminate this Lease, in which case this Lease shall not be treated as an asset of Tenant.

12. **DEFAULT.** The occurrence of any of the following shall constitute a default by Tenant: (a) a failure to pay rent or other charge when due; (b) abandonment and vacation of the Premises (failure to occupy and operate the Premises for ten consecutive days shall be deemed an abandonment and vacation); or (c) failure to perform any provision of this Lease.

13. LANDLORD'S REMEDIES Landlord shall have the following remedies if Tenant is in default. (These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law): Landlord may terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to reset the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession. Upon termination of Tenant's right to possession, Landlord has the right to recover from Tenant: (1) The worth of the unpaid rent that had been earned at the time of termination of this Lease; (2) The worth of the amount of the unpaid rent that would have been earned after the date of termination of this Lease (3) any other amount, including court, attorney and collection costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth," as used for Item 13(1) in this paragraph 13 is to be computed by allowing interest at the maximum rate an individual is permitted to charge by law or 12%, whichever is greater. "The worth at the time of the award" as used for Item 13(2) in this Paragraph 13 is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of termination of Tenant's right of possession.

14. ENTRY ON PREMISES. Landlord and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes; (a) To determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) To do any necessary maintenance and to make any restoration to the Premises or the Project that Landlord has the right or obligation to perform; (c) To post "for sale" signs at any time during the term, to post "for rent" or "for lease" signs during any period while Tenant is in default; (d) To show the Premises to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the term; or (e) To repair, maintain or improve the Premises and to erect scaffolding and protective barricades around and about the Premises but not so as to prevent entry to the Premises and to do any other act or thing necessary for the safety or preservation of the Premises. Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry onto the Premises as provided in this Section 14. Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this Section 14. Landlord shall conduct its activities on the Premises as provided herein in a manner that will cause the least inconvenience, annoyance or disturbance to Tenant.

15. NOTICE. Any notice, demand, request, consent, approval or communication desired by either party or required to be given, shall be in writing and served either personally or sent by prepaid certified first class mail, addressed as set forth in Section 1. Either party may change its address by notification to the other party. Notice shall be deemed to be communicated 48 hours from the time of mailing, if mailed, or from time of service, if personally served.

16. WAIVER. No delay or omission in the exercise of any right or remedy by Landlord shall impair such right or remedy or be construed as a waiver. No act or conduct of Landlord, including without limitation, acceptance of the keys to the Premises, shall constitute an acceptance of the surrender or of the Premises by Tenant before the expiration of the term. Only written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish termination of the Lease. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant. Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Lease.

17. SURRENDER OF PREMISES; HOLD OVER. Upon expiration of the term, Tenant shall surrender to Landlord the Premises and all Tenant Improvements and alterations in good condition, except for ordinary wear and tear and alterations Tenant has the right or is obligated to remove under the provisions of Section 8 hereof. Tenant shall remove all personal property including without limitation all wallpaper, paneling and other decorative improvements or fixtures and shall perform all restoration made necessary by the removal of any alterations or Tenant's personal property before the expiration of the term, including for example, restoring all wall surfaces to their condition prior to the commencement of this Lease. Landlord can elect to retain or dispose of in any manner Tenant's personal property not removed from the Premises by Tenant prior to the expiration of the term. Tenant waives all claims against Landlord for any damage to Tenant resulting from Landlord's retention or disposition of Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storage, removal or disposal of Tenant's personal property.

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration or termination of the term, or after the date in any notice given by landlord to Tenant terminating this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy terminable on 30-day notice at any time, by either party. All provisions of this Lease, except those pertaining to term and rent, shall apply to the month-to-month tenancy. Tenant shall pay monthly rent in amount equal to 300% of Rent for the last full calendar month during the regular term.

18. MISCELLANEOUS PROVISIONS.

- a. Time of Essence. Time is of the essence of each provision of this Lease.
- b. Successor. This Lease shall be binding on and inure to the benefit of the Parties and their successors, except as provided in Section 12 herein.
- c. Landlord's Consent. Any consent required by Landlord under this Lease must be granted in writing and may be withheld by Landlord in its sole and absolute discretion.
- d. Other Charges. If Landlord becomes a party to any litigation concerning this lease, the Premises, by reason of any act or omission of Tenant or Tenant's authorized representatives, Tenant shall be liable to Landlord for reasonable attorneys' fees and court costs incurred by Landlord in the litigation whether or not such litigation leads to actual court action. If either Party commences an action against the other Party arising out of or in connection with this Lease, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs of suit. If Landlord employs a collection agency to recover delinquent charges, Tenant shall pay all collection agency fees charged to Landlord in addition to rent, late charges, interest and other sums payable under this Lease. Tenant shall pay a charge of \$75 to Landlord for preparation of a demand for delinquent rent.
- e. Landlord's Successors. In the event of a sale or conveyance by Landlord of the Premises, the same shall operate to release Landlord from any liability under this Lease, and in such event Landlord's successor interest shall be solely responsible for all obligations of Landlord under this Lease.
- f. Interpretation. This Lease shall be construed and interpreted in accordance with the laws of the state of California. This Lease constitutes the entire agreement between the Parties with respect to the Premises. When

required by context of this Lease, the singular shall include the plural, and the masculine shall include the feminine and/or neuter. The enforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

19. HAZARDOUS SUBSTANCES.

- 19.1 General Prohibition. Tenant shall not use or allow the Premises to be used for the release, storage, use, treatment, disposal or other handling of any Hazardous Substance, without the prior consent of Landlord. The term "release" shall have the same meaning as is ascribed to it in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. sections 9601 et seq., as amended, ("CERCLA"). The term "Hazardous Substance" means: (i) any substance defined as a "hazardous substance" under CERCLA; (ii) petroleum, petroleum products, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.
- 19.2 Reporting. Tenant shall: (i) give prior notice to Landlord of any activity or operation to be conducted by Tenant at the Premises which involves the release, use, handling, generation, treatment, storage, or disposal of any Hazardous Substance ("Tenant's Hazardous Substance Activity"); (ii) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing Hazardous Substances; (iii) at it own expense, promptly contain and remediate any release of Hazardous Substances arising from or related to Tenant's Hazardous Substance Activity in, on or about the Premises, or the environment and remediate and pay for any resultant damage to property, persons, and/or the environment, (iv) give prompt notice to Landlord, and all appropriate regulatory authorities, of any release of any Hazardous Substance in, on or about the Premises, or the environment arising from or related to Tenant's Hazardous Substance Activity, which release is not made

pursuant to and in conformance with the terms of any permit or license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by Tenant to contain and remediate the Release and any resultant damage to property, persons, or the environment; (v) at Landlord's request, which shall not be more frequent than once per calendar year, retain an independent engineer or other qualified consultant or expert acceptable to Landlord, to conduct, at Tenant's expense, an environmental audit of the Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant, or expert shall be approved in advance by Landlord, and all of the engineer's, consultant's, or expert's work product shall be made available to Landlord; (vi) at Landlord's request from time to time, execute affidavits, representations and the like concerning Tenant's best knowledge and belief regarding the presence of Hazardous Substances in the Premises; (vii) reimburse to Landlord, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substances in, on or about the Premises, if such testing is required by any governmental agency or Landlord's Mortgagee; and (viii) upon expiration or termination of this Lease, surrender the Premises to Landlord free from the presence and contamination of any Hazardous Substance.

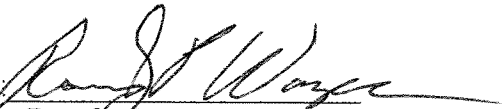
20. **TERMINATION.** Notwithstanding any other provision of this Lease, either Party may, without cause and in its sole discretion, terminate this Lease by providing fifteen (15) days prior written notice to the other Party of its intent to terminate this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

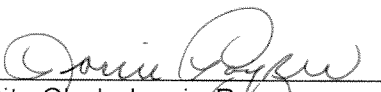
LANDLORD
THE CITY OF REDLANDS

By: 
Jon Harrison, Mayor

TENANT
RP WAGES, INC.

By: 
Randy P. Wages

ATTEST

By: 
City Clerk, Lorrie Poyzer

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on June 6, 2006, before me, Teresa Ballinger, Assistant City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Jon Harrison and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.



WITNESS my hand and official seal.

LORRIE POYZER, CITY CLERK

By: Teresa Ballinger
Teresa Ballinger, Assistant City Clerk
(909)798-7531

~~~~~

### CAPACITY CLAIMED BY SIGNER(S)

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) \_\_\_\_\_

Company \_\_\_\_\_

{ } **Partner(s)**

Partnership \_\_\_\_\_

{ } **Attorney-In-Fact**

Principal(s) \_\_\_\_\_

{ } **Trustee(s)**

Trust \_\_\_\_\_

{ x } **Other**

Title(s): Mayor and City Clerk

Entity Represented: City of Redlands, a municipal corporation

~~~~~

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Lease Agreement between R.P. Wages, Inc., a California Corporation and the City of Redlands

Date of Document: June 6, 2006

Signer(s) Other Than Named Above: Randy P. Wages

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

SS.

On

June 6, 2006

Date

before me,

Janice McConnell, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

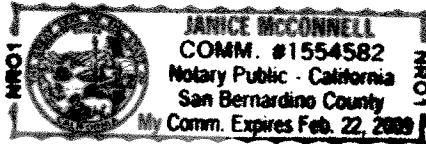
personally appeared

Randy P. Wages

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janice McConnell
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Lease Agreement between R.P. Wages, Inc. & the City of Redlands.

Document Date:

Number of Pages:

12

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

☐ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

EXHIBIT "A"

APN # 292-192-19
1615 Park Avenue

Trailer

Park Avenue

That portion of the West ½ of the Northeast 1/4 of Block 21 of the Barton Ranch, in the County of San Bernardino, State of California, as per plat recorded in Book 6, Page 19 of Maps, records of said County, more particularly described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of said Block 21, thence Easterly along the northerly line of said Block 21, 30.00 feet; thence South, 600.00 feet; thence West 30.00 feet, more or less, to the north-south centerline of said Block 21, thence Northerly along said north-south centerline to the Point of Beginning.



By:

Date:

Ronald C. Mutter
Ronald C. Mutter, P. E.
RCE 28129
Expires March 31, 2008

July 10, 2006